

TARIFF DISTRIBUTION

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PURPOSE: BST TDM to IP and Trademark Cleanup

<u>TARIFF SECTION</u>	<u>PAGE NUMBER</u>	<u>PAGE REVISION</u>
1000	1	0134
1000	2	0030
1000	3	0068
1002	2-6	0001
1002	2-7	0001
1002	2-8	0001
1002	2-9	0001
1002	2-9.1	0001
1002	2-10	0001
1002	2-16	0002
1002	2-17	0001
1002	2-18	0002
1002	2-19	0001
1002	2-32	0002
1002	2-33	0001
1002	2-34	0002
1002	2-40	0003
1002	2-41	0002
1002	2-42	0001
1002	2-43	0001
1002	2-44	0001
1002	2-45	0001
1002	2-47	0002
1002	2-48	0002
1002	2-49	0005
1002	2-51	0001
1002	2-52	0002
1002	2-53	0001
1002	2-54	0001
1002	2-55	0001
1002	2-56	0004

1002	2-57	0001
1002	2-58	0002
1002	2-59	0002
1002	2-60	0002
1002	2-61	0002
1002	2-62	0001
1002	2-63	0002
1002	2-64	0001
1002	2-65	0001
1002	2-78	0005
1002	2-79	0001
1002	2-81	0001
1002	2-82	0007
1002	2-83	0001
1002	2-86	0001
1002	2-87	0001
1002	2-88	0001
1002	2-90	0003
1002	2-91	0003
1002	2-92	0001
1002	2-94	0002
1002	2-98	0001
1002	2-99	0006
1002	2-100	0002
1002	2-101	0001
1002	2-102	0001
1002	2-103	0001
1002	2-105	0006
1002	2-106	0001
1002	2-107	0001
1002	2-108	0001
1002	2-109	0002
1002	2-110	0001
1002	2-111	0001
1002	2-113	0003
1002	2-114	0002
1002	2-115	0004
1002	2-119	0002
1002	2-120	0001
1002	2-121	0004
1002	2-122	0006
1002	2-123	0002
1002	2-124	0001
1002	2-125	0001
1002	2-126	0001
1002	2-127	0001

1002	2-132	0002
1002	2-134	0001
1002	2-135	0002
1002	2-136	0002
1002	2-137	0002
1002	2-138	0002
1002	2-139	0004
1002	2-140	0004
1002	2-141	0002
1002	2-142	0002
1002	2-143	0002
1002	2-144	0002
1002	2-145	0002
1002	2-146	0002
1002	2-147	0002
1002	2-148	0002
1002	2-149	0002
1002	2-150	0002
1002	2-151	0002
1002	2-152	0003
1002	2-153	0004
1002	2-154	0002
1002	2-155	0002
1002	2-156	0003
1002	2-157	0004
1002	2-158	0002
1002	2-159	0001
1002	2-160	0002
1002	2-175	0002
1002	2-184	0001

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

Issuing Officer: Kristen E. Shore, Assistant Vice President - Regulatory

ACCESS SERVICE
 CHECK SHEET

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.

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
Title	1st	44	2nd	88	1st
1	134th*	45	1st	89	1st
2	30th*	46	1st	90	1st
3	68th*	47	2nd	91	1st
4	13th	48	4th	92	1st
5	16th	49	1st	93	2nd
6	28th	50	2nd	94	1st
7	23rd	51	1st	95	1st
8	28th	52	1st	96	1st
9	1st	53	1st	97	1st
10	10th	54	1st	98	1st
11	10th	55	Original	99	1st
12	15th	56	20th	100	1st
12.1	Original	57	Original	101	2nd
13	20th	58	2nd	102	2nd
14	12th	59	2nd	103	2nd
15	18th	60	1st	104	1st
16	12th	61	1st	105	Original
17	3rd	62	1st	106	2nd
18	8th	63	1st	107	1st
19	1st	64	1st	108	1st
20	Original	65	1st	109	Original
21	Original	66	1st	110	1st
22	8th	67	1st	111	Original
23	12th	68	1st	112	Original
23.1	5th	69	1st	113	Original
23.2	Original	70	1st	114	Original
24	1st	71	1st	115	Original
25	3rd	72	1st	116	Original
26	2nd	73	1st	117	1st
27	2nd	74	1st	118	Original
28	1st	75	2nd	119	Original
29	2nd	76	2nd	120	Original
30	1st	77	1st	121	Original
31	1st	78	1st	122	Original
32	2nd	79	1st	123	Original
33	2nd	80	2nd	124	Original
34	5th	81	1st	125	Original
35	1st	82	1st	126	Original
36	1st	83	1st	127	Original
37	2nd	84	2nd	128	Original
38	4th	85	1st	129	Original
39	2nd	86	2nd	130	Original
40	3rd	87	1st	131	Original
41	3rd				
42	1st				
43	1st				

(This page filed under Transmittal No. 157)

* New or Revised Page

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE
 CHECK SHEET

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
132	Original	2-31.1	1st	2-78	5th*
133	Original	2-32	2nd*	2-79	1st*
134	Original	2-33	1st*	2-80	Original
135	Original	2-34	2nd*	2-81	1st*
136	Original	2-35	1st	2-82	7th*
137	Original	2-36	Original	2-83	1st*
138	Original	2-37	Original	2-84	Original
139	Original	2-38	Original	2-85	2nd
140	Original	2-39	Original	2-86	1st*
141	Original	2-40	3rd*	2-87	1st*
142	Original	2-41	2nd*	2-88	1st*
143	Original	2-42	1st*	2-89	5th
144	Original	2-43	1st*	2-89-1	Original
145	Original	2-44	1st*	2-90	3rd*
146	Original	2-45	1st*	2-91	3rd*
147	Original	2-46	Original	2-92	1st*
1-1	1st	2-47	2nd*	2-93	1st
2-1	Original	2-48	2nd*	2-94	2nd*
2-2	Original	2-49	5th*	2-95	1st
2-3	Original	2-50	1st	2-96	1st
2-4	1st	2-51	1st*	2-97	Original
2-5	Original	2-52	2nd*	2-98	1st*
2-6	1st*	2-53	1st*	2-99	6th*
2-7	1st*	2-54	1st*	2-100	2nd*
2-8	1st*	2-55	1st*	2-101	1st*
2-9	1st*	2-56	4th*	2-102	1st*
2-9.1	1st*	2-57	1st*	2-103	1st*
2-10	1st*	2-58	2nd*	2-104	2nd
2-11	Original	2-59	2nd*	2-105	6th*
2-12	Original	2-60	2nd*	2-106	1st*
2-13	Original	2-61	2nd*	2-107	1st*
2-14	Original	2-62	1st*	2-108	1st*
2-15	Original	2-62.1	Original	2-109	2nd*
2-16	2nd*	2-63	2nd*	2-110	1st*
2-17	1st*	2-64	1st*	2-111	1st*
2-18	2nd*	2-65	1st*	2-112	Original
2-19	1st*	2-66	Original	2-113	3rd*
2-20	1st	2-67	Original	2-114	2nd*
2-21	Original	2-68	1st	2-115	4th*
2-22	Original	2-69	Original	2-116	1st
2-23	Original	2-70	1st	2-117	2nd
2-24	Original	2-71	Original	2-118	1st
2-25	Original	2-72	Original	2-119	2nd*
2-26	Original	2-73	Original	2-120	1st*
2-27	Original	2-74	Original	2-121	4th*
2-28	Original	2-75	Original	2-122	6th*
2-29	1st	2-76	Original	2-123	2nd*
2-30	1st	2-77	Original	2-124	1st*
2-31	1st			2-125	1st*

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

CHECK SHEET

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
2-126	1st*	2-176	Original	5-2	Original
2-127	1st*	2-177	1st	5-3	Original
2-128	Original	2-178	Original	5-4	3rd
2-129	Original	2-179	Original	5-5	Original
2-130	Original	2-180	Original	5-6	Original
2-131	Original	2-181	1st	5-7	Original
2-132	2nd*	2-182	1st	5-8	Original
2-133	Original	2-183	Original	5-9	Original
2-134	1st*	2-184	1st*	5-10	Original
2-135	2nd*	2-185	Original	5-11	3rd
2-136	2nd*	2-186	Original	5-12	2nd
2-137	2nd*	2-187	Original	5-13	Original
2-138	2nd*	2-188	Original	5-14	Original
2-139	4th*	2-189	1st	5-15	Original
2-140	4th*	2-190	Original	5-16	2nd
2-141	2nd*	2-191	1st	5-17	1st
2-142	2nd*	2-192	Original	5-18	Original
2-143	2nd*	2-193	1st	5-19	1st
2-144	2nd*	3-1	2nd	5-20	1st
2-145	2nd*	3-2	1st	5-21	Original
2-146	2nd*	3-3	2nd	5-22	Original
2-147	2nd*	3-4	Original	5-23	2nd
2-148	2nd*	3-5	1st	5-24	4th
2-149	2nd*	3-6	1st	5-25	Original
2-150	2nd*	3-7	Original	5-26	3rd
2-151	2nd*	3-8	2nd	5-27	Original
2-152	3rd*	3-9	2nd	5-28	1st
2-153	4th*	3-10	Original	5-28.1	Original
2-154	2nd*	3-11	1st	5-29	2nd
2-155	2nd*	3-12	2nd	5-30	Original
2-156	3rd*	3-13	1st	5-31	1st
2-157	4th*	3-14	1st	5-32	1st
2-158	2nd*	4-1	1st	5-33	Original
2-159	1st*	4-2	Original	5-34	1st
2-160	2nd*	4-3	1st	5-34.1	Original
2-161	1st	4-4	Original	5-35	Original
2-162	1st	4-5	1st	5-36	Original
2-163	Original	4-6	37th	5-37	Original
2-164	Original	4-6.1	10th	5-38	2nd
2-165	Original	4-7	13th	5-39	Original
2-166	Original	4-8	13th	5-40	1st
2-167	Original	4-8.1	9th	5-41	Original
2-168	Original	4-8.2	9th	5-42	Original
2-169	1st	4-8.3	9th	5-43	1st
2-170	Original	4-9	39th	5-44	Original
2-171	Original	4-10	24th	5-45	Original
2-172	Original	4-11	24th	5-46	1st
2-173	1st	4-12	24th	6-1	1st
2-174	Original	4-13	24th	6-2	Original
2-175	2nd*	5-1	Original	6-3	1st
				6-4	Original

(This page filed under Transmittal No. 157)

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.7 Changes and Substitutions (Cont'd)

be within the range as set forth in Section 6 and Section 7 following. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

2.1.8 Refusal and Discontinuance of Service

- (A) Unless the provisions of 2.2.1(B) or 2.5 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5, 2.3.10 or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) calendar days written notice by Certified U.S. Mail or Overnight Delivery to the person designated by that customer to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying customer at any time thereafter. If the Telephone Company does not refuse additional applications for service on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the noncomplying customer without further notice.
- (B) Unless the provisions of 2.2.1(B) or 2.5 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5, 2.3.10 or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) calendar days written notice by Certified U.S. Mail or Overnight Delivery to the person designated by that customer to receive such notices of noncompliance, discontinue the provision of the services to the noncomplying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the noncomplying customer without further notice.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

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

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

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

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

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

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

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

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

(D) (Cont'd)

Section 8 of the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. (NECA) TARIFF F.C.C. NO. 5 (Lifeline Assistance and Federal Universal Service Fund (FUSF) Surcharges) including any Customer's failure to make payments on the date and time specified therein, the Telephone Company, may, on thirty days' written notice to the Customer by Certified U.S. Mail, take any of the following actions: - (1) refuse additional applications for service and/or (2) refuse to complete any pending orders for service and/or (3) discontinue the provision of existing service(s) to the Customer. In the case of discontinuance, all applicable charges, including termination charges, shall become due and payable to the Company in immediately available funds.

2.1.9 Limitation of Use of Metallic Facilities

Signals applied to the metallic facility shall conform to the limitations set forth in Technical Reference Publication AS No. 1. In the case of application of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limiting devices to protect the Telephone Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

2.1.10 Notification of Service-Affecting Activities

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

2.1.11 Coordination with Respect to Network Contingencies

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

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

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.11 Coordination with Respect to Network Contingencies (Cont'd)

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

2.1.12 Provision and Ownership of Telephone Numbers

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

2.1.13 Metropolitan Statistical Area Access Services

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

2.1.14 Broadband Services

Pursuant to the detariffing authority granted by the Commission in Memorandum Opinion and Order, FCC 07-180 (released October 12, 2007), certain broadband services have been withdrawn from this tariff. When offering these services through non-tariffed arrangements, the Telephone Company will abide by all of the special access merger commitments set forth in Memorandum Opinion and Order, FCC 06-189 at Appendix F (released March 26, 2007), including but not limited to commitments that contain references to "tariffs," such as those addressing pricing, dispute resolution, and access service ratio terms. The detariffing of these services does not diminish or supersede any of those special access merger commitments.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.1.15 TDM to IP Transition

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

<u>Product Name</u>	<u>Section</u>	(T)
Metallic (aka BellSouth SPA Metallic) Service	7.2.1	
Telegraph Grade (aka BellSouth SPA Telegraph) Service	7.2.2	
Voice Grade (aka BellSouth SPA DSO VG) Service	7.2.3	
Program Audio (aka BellSouth SPA Program Audio) Service	7.2.4	
Digital Data Access (aka BellSouth SPA DSO Digital Data) Service	7.2.8	
High Capacity (aka BellSouth SPA High Capacity) Service (at 64.0 kbps, 3.152 and 6.312 Mbps)	7.2.9	
Derived Data Channel (aka BellSouth SPA Derived Data Channel) Service	7.2.12	
<u>Effective Date</u>		
<u>Wire Center</u>	<u>Exchange</u>	<u>Other Information</u>
		(D)
07/15/2020		(N)
PIVLKYMA	Pineville	Distribution Area 4203PA (N)

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.2 Use

2.2.1 Interference or Impairment

- (A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements¹ (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(b) (Cont'd)

The Telephone Company will bill according to actual measured minutes of use or messages for all services listed in (1)(c) and (2) following, with the exception of those listed below:

- BellSouth SWA Local Channel
- BellSouth SWA Dedicated Interoffice Channel
- BellSouth Billing Name and Address
- BellSouth Inward Operator Service
- BellSouth Line Information Data Base Service (LIDB)
- Virtual Access Cross Connect Service
- Physical Access Cross Connect Service
- Intra-Office Collocation Cross Connect Service
- BellSouth Electronic White Pages Access Service
- BellSouth Operator Assistance Access Service
- BellSouth Flat Rated DA Trunk
- Channelization Equipment
- DNALS associated with BellSouth SWA LSBSA

Where the Telephone Company receives insufficient call detail to determine the jurisdiction, the Telephone Company will apply the customer's projected PIU factor to apportion the usage between interstate and intrastate. In the event the customer does not supply the projected PIU and the Telephone Company does not have sufficient call detail to determine the jurisdiction of the call, only then will a PIU of 50 percent be applied. For the purpose of this tariff, where the customer is a Third-Party Provider ("Third-Party Provider") of CCS7 services to its customers ("Third-Party Customers"), the Third-Party Provider will develop its projected PIU factor based upon a weighted average of the PIUs of its Third-Party Customers' end user traffic in accordance with the procedures described below. A Third-Party Provider may elect to have the

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth Basic Serving Arrangement as detailed in Section 6.1.3.(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements¹ (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(b) (Cont'd)

Telephone Company determine the weighted PIU and in so doing the Third-Party Provider shall name and identify their Third Party Customers. In the event a Third Party Provider does not provide a projected PIU or does not elect to have the Telephone Company determine the PIU, a 50 percent PIU will be utilized for that Third-Party Provider, until such time as the Telephone Company obtains sufficient data to develop the PIU as specified in c. following.

The customer will provide in its initial order the projected Percent Interstate Usage (PIU) at a statewide level on a local exchange company specific basis. When the customer computes the PIU it will subtract the developed PIU from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages will equal 100 percent. A PIU of less than 100 percent is not allowed where the interstate service is not also available in the appropriate intrastate access tariff. The projected PIU may include up to two decimals.

The Telephone Company will designate the number obtained by subtracting the projected interstate percentage furnished by the customer from 100 ($100 - \text{customer percentage} = \text{intrastate percentage}$) as the projected intrastate percentage of use.

For usage originating from or terminating to an end office that is located in a state that is part of a LATA of a different state (cross boundary), the customer will provide a statewide PIU per service type for the state where the end office is physically located.

- (c) When the customer initially orders service(s), as defined in the following, the customer will state in its order the Percent Interstate Usage separately for each, as set forth in (1)(a) and (1)(b) preceding.

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth Basic Serving Arrangement as detailed in Section 6.1.3.(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements¹ (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(c) (Cont'd)

- BellSouth SWA FGA
- BellSouth SWA FGB
- BellSouth SWA FGD
- BellSouth SWA 500
- 700 Service Access
- BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service
- BellSouth SWA 900
- BellSouth SWA Local Channel
- BellSouth SWA Dedicated Interoffice Channel
- BellSouth CCS7 Access Arrangement
- Channelization Equipment
- DNALs associated with BellSouth SWA LSBSA²
- Virtual Access Cross Connect Service
- Physical Access Cross Connect Service
- Intra-Office Collocation Cross Connect Service
- BellSouth Billing Name and Address
- BellSouth Inward Operator Services
- BellSouth Line Information Data Base Service (LIDB)
- BellSouth Electronic White Pages Access Service
- BellSouth Operator Assistance Access Service
- BellSouth Flat Rated DA Trunks

The Percent Interstate Usage (PIU) factors associated with BellSouth SWA FGA, BellSouth SWA FGB, BellSouth SWA FGD, BellSouth SWA 500, 700, BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening service, and BellSouth SWA 900, will apply to all associated elements and services, e.g., Carrier Common Line, Local Switching, BellSouth SWA Common Interoffice Channel, Interconnection, Access Tandem Switching, Common Trunk Port service and minute of use based multiplexer rate elements, where applicable.

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in Section 6.1.3.(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

Note 2: Where BellSouth SWA LSBSA is provisioned with a DNAL, the DNAL rates should be apportioned between interstate and intrastate using the same PIU factor as is applied to the associated BellSouth SWA LSBSA.

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements¹ (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(c) (Cont'd)

The customer will provide a single factor as the projected Percent Interstate Usage (PIU) to apportion the usage between interstate and intrastate. This factor will be applied to the following categories:

- BellSouth SWA Local Channel
- BellSouth SWA Dedicated Interoffice Channel
- Channelization Equipment

The PIU category, BellSouth SWA Local Channel, includes Dedicated End Office Trunk Port Service and Dedicated Tandem Trunk Port Service charges and other flat rated charges not specifically covered by other PIU categories.

The PIU factor provided for each of the foregoing facilities categories (Switched Local Channel, Switched Dedicated Interoffice Channel, Channelization Equipment and Switched Virtual and Physical Access Cross Connect Service) will reflect the combination of all traffic types which traverse such facility category.

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth Basic Serving Arrangement as detailed in Section 6.1.3.(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

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

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

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

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

- (B) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services, including, but not limited to maintenance of service as set forth in 13.3.1 following established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears.

(D) (This page filed under Transmittal No. 157)

ISSUED: JUNE 30, 2020

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

The bill day (i.e., the billing date of a bill for a customer for Access Service under this tariff), the period of service each bill covers and the payment due date will be as follows:

- (1) For End User Access Service and Federal Universal Service (FUS) charges as set forth in Section 4 following, and BellSouth Equal Access Subscription Service as set forth in Section 13 following, the Telephone Company will establish a bill day each month for each end user account. The bill will cover End User Access Service charges for the ensuing billing period except for End User Access Service for the Federal Government, which will be billed in arrears. Any applicable subscription charges, any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for End User Access Service and BellSouth Equal Access Subscription Service will be applied to this bill. Such bills are due when rendered.
- (2) For End User Access Service and Federal Universal Service charges, and BellSouth Equal Access Subscription Service, the Telephone Company will establish a bill day each month for each customer account. The bill will cover non-usage sensitive service charges for the ensuing billing period or which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (3) following. If payment is not received by the payment due date, as set forth in (3) following in immediately available funds, a late payment penalty will apply as set forth in (3) following.

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) Payment Due Date

- (a) All bills dated as set forth in (2) preceding for service, other than End User Access Service and BellSouth Equal Access Subscription Service, provided to the customer by the Telephone Company are due on the payment due date. The payment due date is the date which is 31 days after the bill day, or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval except as provided herein, and are payable in immediately available funds. If such payment due date would cause the payment to be due on a Saturday, Sunday or federal observed Holiday (e.g., New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day), payment for such bills will be due from the customer as follows:

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

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

- (b) Further, if any portion of the payment is received by the Telephone Company after the payment due date as set forth in (a) preceding, or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty may be due to the Telephone Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be simple interest at the rate of 1.5% per month (.0004931 per day) or 18% annually. The late payment for Federal Government customers shall be in compliance with the Federal Acquisition Regulations Clause 52.232-25 - Prompt Payment.

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ACCESS SERVICE
2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(I) (Cont'd)

- This payment arrangement is not available for Daily Program Audio (a.k.a. BellSouth SPA Program Audio) and Daily Video (a.k.a. BellSouth SPA Video).
- If the customer fails to make any of the payments on the payment due date as set forth in 2.4.1(B)(3)(a) preceding, late payment charges as specified in 2.4.1(B)(3)(b) preceding will apply.

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

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

ISSUED: JUNE 30, 2020

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ACCESS SERVICE
2 - General Regulations

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(J) Cont'd

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

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(J) Cont'd

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

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE
2 - General Regulations

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(J) Cont'd

<u>Jurisdiction</u>	<u>Tax Factor</u>
South Carolina municipalities listed below	1%
Mt. Pleasant	
Mullins	
Myrtle Beach	
New Ellenton	
Newberry	
Nichols	
Norris	
North Augusta	
North Charleston	
Orangeburg	
Pacolet	
Peak	
Pelzer	
Pendleton	
Pickens	
Pine Ridge	
Pomaria	
Prosperity	
Quinby	
Ravenel	
Reevesville	
Reidville	
Ridgeland	
Ridgeville	
Rowesville	
Salem	
Salley	
Seabrook Island	
Sellers	
Seneca	
Sharon	
Six Mile	

(D)

ISSUED: JUNE 30, 2020

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ACCESS SERVICE
2 - General Regulations

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(J) Cont'd

<u>Jurisdiction</u>	<u>Tax Factor</u>
South Carolina municipalities listed below	1%
Smyrna	
Snelling	
Society Hill	
South Congaree	
Spartanburg	
Springdale	
Springfield	
St. George	
Stuckey	
Sullivan's Island	
Summerville	
Tatum	
Timmonsville	
Travelers Rest	
Trenton	

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE
2 - General Regulations

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(J) Cont'd

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

2.4.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except for those services set forth in Sections 5.6(C), 6.7.20, 6.7.21, 6.7.22, 7.4.32, 7.4.4, 7.4.13.2, 10.6.1 and 13.3.5(C)(1)(b), (c) and (d) of this Tariff.

The minimum period for which service is provided and for which rates and charges are applicable for a Specialized Service or Arrangement provided on an individual case basis as set forth in Section 12 following, is one month unless a different minimum period is established with the individual case filing.

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ACCESS 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

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

- (1) For BellSouth SWA Dedicated Interoffice Channels, Channelization Equipment and Switched Local Channels, Dedicated End Office Trunk Port Service and Dedicated Tandem Trunk Port Service Special Access (a.k.a. BellSouth SPA) services other than BellSouth Dedicated Ring, SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring), and SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring), LightGate service (a.k.a. BellSouth SPA Point to Point Network), DS1 (a.k.a. BellSouth SPA DS1) service, BellSouth DS1 Diverse Service, Program Audio (a.k.a. BellSouth SPA Program Audio), Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video) services, Intra-Office Collocation Cross Connect Service, Physical Access Cross Connect Service and Virtual Access Cross Connect Service, no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the interruption continues.

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

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

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ACCESS 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)

(1) (Cont'd)

(c) (Cont'd)

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

(d) For BellSouth SWA channelized services, the monthly charge shall be the total of all monthly rate element charges associated with that portion of the highest level channelized service that is inoperative. When the facility which is channelized or the Basic Channelization System itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the highest level channelized service (e.g., the Switched Local Channel, Switched Interoffice Channels, Channelization Equipment, including the Basic Channelization System on the facility to the Hub, if applicable).

(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).

(f) For Intra-Office Collocation Cross Connect, Physical Access Cross Connect, and Virtual Access Cross Connect elements specified in Section 13 of this Tariff, the monthly charge shall be that associated with the specific cross connect that is inoperative.

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ACCESS 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)

- (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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ACCESS 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)

- (6) Service interruptions for Specialized Service or Arrangements provided under the provisions of Section 12 following shall be administered in the same manner as those set forth in 2.4.4 unless other regulations are specified with the Individual Case Basis filing.
- (7) Service interruption for BellSouth Administrative Management Service shall be administered in the same manner as set forth in 13.3.10(C) following.

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ACCESS 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)

- (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

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ACCESS 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)

(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.

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ACCESS 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)

(9) (Cont'd)

BELLSOUTH GROUP 1 WIRE CENTERS

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

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS 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)

(9) (Cont'd)

BELLSOUTH GROUP 1 WIRE CENTERS

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

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS 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)

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

(11) Reserved for Future Use.

(12) Credit allowances for service interruptions on affected BellSouth SWA DS1 service Local Channel and/or Interoffice Channel elements will be based on the wire center group assignment of the customer's serving wire center, (see Group 1 Wire Center list contained in Section 2.4.4.(B)(10)). For BellSouth SWA 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. BellSouth SWA 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.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS 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)

(12) (Cont'd)

Service interruptions of 211 minutes or more the customer shall receive a credit of 1440/1440 of the monthly rate. Credit allowances for BellSouth SWA DS1 service interruptions involving more than one wire center group will be based on the respective local channel wire center group and the highest interoffice channel mileage wire center used in provisioning the service. Ratcheting, to account for Special Access (a.k.a. BellSouth SPA) services, will be applied to BellSouth SWA DS1 service interruption credits. Credit allowance limitations shall be in accordance with Section 2.4.4.(B)(4).

Credit Allowance Schedule
Group 2 Wire Centers

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

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS 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.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS 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)

(15) For Fast Packet Access Services,⁽¹⁾ a service is considered interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff. An interruption period starts when the customer reports the interruption to the Telephone Company, and ends when the service is operative. Following are the credit allowances appropriate for Fast Packet Access Services; the credit allowance(s) for an interruption or for a series of interruptions shall not exceed the effective monthly rate for the Fast Packet Access Service.

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

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

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

- All network interfaces

⁽¹⁾ Effective November 5, 2011, Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service) as described in Section 21.2, following, and BellSouth Managed Shared Frame Relay Service (MSFRS) as described in 21.3, following, will no longer be available to new Customers. Existing term plan Customers, as of November 5, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS 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)

(15)(Cont'd)

(b) In case of an interruption to Managed Shared Frame Relay Service,⁽¹⁾ a Service Continuity Credit as follows (instead of the standard Fast Packet Access Service credit allowance for outages set forth previously in (a)) shall apply for service outages according to the schedule provided below if the outage is not due to situations set forth in 2.4.4(C). The customer will be credited the percentage of his effective monthly rate for the MSFRS Connections that are affected by the service interruption (i.e., effective monthly rate meaning the monthly rate discounted by the appropriate Fast Packet Savings Plan discount percentage, if applicable) based upon the period of the actual service outage as set forth in the following chart:

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

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

- For Managed Shared Frame Relay Service:⁽¹⁾ MSFRS Connections

⁽¹⁾ Effective November 5, 2011, BellSouth Managed Shared Frame Relay Service (MSFRS) as described in 21.3, following, will no longer be available to new Customers. Existing term plan Customers, as of November 5, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

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)

(15) (Cont'd)

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

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

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

- For Exchange Access Frame Relay Service:⁽¹⁾ XAFRS Network Interfaces
- For Managed Shared Frame Relay Service:⁽¹⁾ MSFRS Connections
- Special Provisioning Feature Charges

⁽¹⁾ Effective November 5, 2011, Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service) as described in Section 21.2, following, and BellSouth Managed Shared Frame Relay Service (MSFRS) as described in 21.3, following, will no longer be available to new Customers. Existing term plan Customers, as of November 5, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

(D) (This page filed under Transmittal No. 157)

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS 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)

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

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS 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)

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

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

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS 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)

(C) When a Credit Allowance Does Not Apply (Cont'd)

- (8) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.
- (9) Periods of interruption as set forth in 13.3.1 following.
- (10) Interruptions of a service due to commercial power failure.
- (11) Interruptions of a service due to labor difficulties, governmental orders, civil commotions, criminal action against the Telephone Company, acts of God, war, or other circumstances beyond the Telephone Company's control.
- (12) When unbundled network elements (UNEs) or combinations of UNEs are commingled with Access Services purchased under this Tariff.
- (13) When the Telephone Company has identified a condition that requires maintenance, and the customer refuses to release the service to the Telephone Company for repair and a subsequent service interruption occurs.
- (14) Periods of interruption due to testing and/or repair during any maintenance window agreed to in advance by the customer and the Telephone Company in response to a customer reported trouble.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS 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)

(D) Use of an Alternative Service Provided by the Telephone Company

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

(E) Temporary Surrender of a Service

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

2.4.5 Reestablishment of Service Following Fire, Flood or Other Occurrence

(A) Nonrecurring Charges Do Not Apply

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

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

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS 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.⁽²⁾
- Payment Plan B, service periods may be selected from 49 months to 72 months in length.⁽²⁾
- Payment Plan C, service periods may be selected from 73 months to 96 months in length.^{(1) (2)}
- 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 DSO 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.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(A) Channel Services Payment Plan (Cont'd)

(1) General (Cont'd)

- (d) When the customer renews a CSPP arrangement under 2.4.8(A)(7)(d) following and the sum of months is greater than the number of months for which the service is available under a CSPP, the current rates for the longest payment plan available for that service will apply. At the expiration of existing CSPP arrangements for LightGate (a.k.a. BellSouth SPA Point to Point Network) ⁽¹⁾ customers must renew the service under a TPP arrangement as described under 2.4.8(D) following. Renewals of CSPP arrangements are not permitted.
- (e) When the customer orders service to be provided under a CSPP arrangement, the customer must designate to the Telephone Company the payment plan and the service period desired, e.g. Plan C and 84 Months.
- (f) Rates stabilized under a CSPP arrangement are exempt from Telephone Company initiated increases, however, decreases for any rate element will automatically be reflected in the rates charged to the customer.
- (g) At the expiration of existing Channel Services Payment Plan (CSPP) arrangements for LightGate (a.k.a. BellSouth SPA Point to Point Network) customers must renew the service under a TPP arrangement as described under (7)(d) following. If the customer does not elect to either discontinue service or renew under a new TPP arrangement, service will be continued under month-to-month rates.
- (h) Renewals for existing CSPP arrangements will not be available for LightGate (a.k.a. BellSouth SPA Point to Point Network) ⁽¹⁾ system installation on or after August 23, 1996. New LightGate (a.k.a. BellSouth SPA Point to Point Network) system installations on or after August 23, 1996, must be ordered under TPP arrangements.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE
2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(A) Channel Services Payment Plan (Cont'd)

(2) Application of Rates (Cont'd)

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

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

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

(3) Additions

(a) Additions of services or rate elements, for activating spare or unused capacities of a service under a CSPP arrangement, must be activated at the same stabilized monthly recurring rates specified under the existing CSPP arrangement except for 2.4.8(A), 3(b) and 3(c) following.

(b) LightGate (a.k.a. BellSouth SPA Point to Point Network) CSPP customers must activate spare or unused channel interfaces under the same stabilized monthly recurring rates specified under the existing CSPP arrangement.

(c) Increases in capacity of LightGate (a.k.a. BellSouth SPA Point to Point Network) systems channels and/or nodes are permitted under CSPP. Such changes may be made by converting the CSPP arrangement to a TPP arrangement as specified in 2.4.8(D) following. When a LightGate system (a.k.a. BellSouth SPA Point to Point Network) channel and/or node is added to an existing CSPP arrangement, the payment plan will convert to a TPP arrangement as specified in 2.4.8(D).

(4) Disconnects

(a) When a service or rate element, included under a CSPP arrangement, is disconnected prior to expiration of the selected service period, termination liability charges apply as set forth in the rate regulations in this tariff for such service. Remaining services or rate elements will not be affected by such disconnections.

(b) When a tariffed service under a CSPP arrangement is disconnected prior to the expiration of a selected service period as a result of a customer requested change to a higher order of a separately tariffed service at the same location, termination liability charges will not apply when:

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(A) Channel Services Payment Plan (Cont'd)

(4) Disconnects (Cont'd)

(b) (Cont'd)

- (1) the completed service period is 12 months, or 25% of the length of the originally selected CSPP service period, whichever is greater, and
- (2) the service period of the new CSPP arrangement for the higher order of service is equal to or longer than the remaining service period of the disconnected arrangement, and
- (3) the service orders to install the new higher order of service and disconnect the old service are related together and received by the Telephone Company at the same time, and there is no lapse in service between installation of the higher order of service and disconnection of the existing service, and
- (4) the capacity of the higher service is equal to or greater than the existing service. For converting LightGate service (a.k.a. BellSouth SPA Point to Point Network) to SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring) the capacity of the LightGate service (a.k.a. BellSouth Point to Point Network) is considered to be the quantity of DS3's activated on the LightGate service (a.k.a. BellSouth Point to Point Network).

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

1. Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) Services
2. DSO (a.k.a. BellSouth SPA DSO Digital Data) Services
3. DS1 (a.k.a. BellSouth DPA DS1) Services (described in 7.2.9 following)
4. SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring) (described in 7.2.13 following)
5. LightGate service (a.k.a. BellSouth SPA Point to Point Network).
6. SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring)

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

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(A) Channel Services Payment Plan (Cont'd)

(5) Moves of Service Under CSPP

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

This provision is available only for Voice Grade service (a.k.a. BellSouth SPA DSO VG), Digital Data Access service (a.k.a. BellSouth SPA DSO Digital Data), DS1 High Capacity service (a.k.a. BellSouth SPA DS1) and Uncompressed Video service (a.k.a. BellSouth SPA Uncompressed Digital Video Network). Moves of other CSPP services are subject to the regulations included in 7.4.5 following.

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(A) Channel Services Payment Plan (Cont'd)

(7) Renewal Options (Cont'd)

- (b) Any new services added to a customer's network or changes to existing services at the time of renewal will be subject to all appropriate nonrecurring charges.
- (c) When a customer renews a CSPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
- (d) Recognition of previous service will be given to customers who renew an existing CSPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new CSPP arrangement is equal to or greater than the remaining service period of the original CSPP arrangement. Recognition of previous service will be given to LightGate CSPP customers who convert to TPP arrangements as described in 2.4.8(D) following provided the customer is the original customer of record at the time of transfer.
- (e) Recognition of previous service will be given to month-to-month customers with a service date of January 1, 1992, or later who convert to a CSPP arrangement, provided the minimum service period has been met. For customers whose service date is January 1, 1992 or earlier, recognition will be given for the previous service back to January 1, 1992. For customers whose service date is later than January 1, 1992, recognition for the previous service will be given back to the actual service date.
- (f) To determine the appropriate CSPP Payment Plan for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of months of the proposed service period of the CSPP arrangement. For example, a CSPP arrangement for a 36 month service period under Plan A is renewed for 24 months with no changes at the end of the 36-month period. The sum of months for the completed and proposed service periods would equal 60 months and would be billed under Payment Plan B.

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(A) Channel Services Payment Plan (Cont'd)

(7) Renewal Options (Cont'd)

(f) (Cont'd)

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

(8) Transfer of Service

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

(9) Prepayment

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

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

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

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(A) Channel Services Payment Plan (Cont'd)

(9) Prepayment (Cont'd)

(b) (Cont'd)

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

(B) 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.

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ACCESS SERVICE

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.

(D)

(D)

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ACCESS SERVICE

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 service¹, 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.

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ACCESS SERVICE

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(C) Fast Packet Services Payment Plan

(1) General

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

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ACCESS SERVICE

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(C) Fast Packet Services Payment Plan (Cont'd)

(3) Additions (Cont'd)

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

(4) Disconnects

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

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

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ACCESS SERVICE

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(C) Fast Packet Services Payment Plan (Cont'd)

(7) Renewal Options (Cont'd)

(f) (Cont'd)

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

(8) Transfer of Service

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

(9) Prepayment

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

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

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

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(C) Fast Packet Services Payment Plan (Cont'd')

(9) Prepayment (Cont'd)

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

(D) Transport Payment Plan (TPP)

(1) General

- (a) The 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.⁽²⁾
 - Payment Plan C, service periods may be selected from 61 months to 96 months in length.⁽¹⁾⁽²⁾

⁽¹⁾ 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.

⁽²⁾ 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.

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ACCESS 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 (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) Intentionally left blank.

(T)

(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 Se

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

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ACCESS 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 (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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ACCESS 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 (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.

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ACCESS 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 (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.

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ACCESS 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 (Cont'd)

(4) Disconnects (Cont'd)

(c) (Cont'd)

- (4) the capacity of the new service is equal to or greater than the existing service. For converting LightGate service (a.k.a. BellSouth SPA Point to Point Network) to SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring), the capacity of the LightGate service (a.k.a. BellSouth SPA Point to Point Network) is considered to be the quantity of DS3s activated on the LightGate service (a.k.a. BellSouth SPA Point to Point Network).

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

1. Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) services
2. DSO (a.k.a. BellSouth SPA DSO Digital Data) Services DS1 (a.k.a. BellSouth SPA DS1) Services BellSouth DS1 Diverse Service SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring)
6. Telephone Company wavelength service/Telephone Company wavelength channel service with stand alone channels⁽ⁿ⁾
7. LightGate service (a.k.a. BellSouth SPA Point to Point Network)/Telephone Company wavelength channel service dedicated system arrangements
8. SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring)
9. BellSouth Dedicated Ring/Telephone Company wavelength dedicated ring service (see Section 2.4.8(D)(4)(f))

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

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ACCESS 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 (Cont'd)

(4) Disconnects (Cont'd)

- (d) A termination liability charge will not apply to disconnects of channel interfaces associated with LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or BellSouth Dedicated Ring.
- (e) Disconnects, moves, or rearrangements involving the removal of the following BellSouth Dedicated Ring rate elements, local channel, interoffice channel, customer node and central office node, to allow the placement of additional nodes and channels for existing customers where the total number of nodes does not decrease, will not be subject to termination liability charges.

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ACCESS SERVICE
2 - General Regulations

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)

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

(5) Moves of Service Under TPP

(a) Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply as stated in 7.4.5, 7.5.9, 23.5, 29.1.7 and 29.1.9 except as provided in 2.4.8(D)(5)(c) following. A four month minimum service period must be satisfied for all service rate elements serving the original building location.

(b) Moves of service within the same building will not constitute a disconnection of service for purposes of the application of termination liability charges. Current month-to-month nonrecurring charges specified in 7.4.5, 7.5.9, 23.5, 29.1.7 and 29.1.9 are applicable.

(c) Termination Liability Charges will not apply to customer requests for moves of service to a different building subject to the following conditions:

- The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
- The move is a result of connecting one existing LightGate point of termination to a Telephone Company dedicated ring service. For all other LightGate systems, the new customer premises must be served by the same serving wire center as the original location.
- No lapse in billing will occur for moves of service under a TPP arrangement.
- Orders to disconnect the existing service and reestablish it at the new location must be related together and received by the Telephone Company at the same time.

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ACCESS 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 (Cont'd)

(5) Moves of Service Under TPP (Cont'd)

(c) (Cont'd)

- Any additions made at the new location will be handled in accordance with (3) preceding.
- All regulations and charges for changes made to the service coincident with the move will apply.
- All appropriate nonrecurring charges for moves of service as specified in 7.4.5, 7.5.9 and 23.5 following will apply.

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

(6) Requests for Changes in Length of Service Period

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

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

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ACCESS 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 (Cont'd)

(6) Requests for Changes in Length of Service Period (Cont'd)

(a) (Cont'd)

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

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

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

⁽¹⁾ Term extensions are not available for TPPs established on or after May 15, 2015. There is no change for existing TPPs.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS 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 (Cont'd)

(7) Renewal Options

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

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS 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 (Cont'd)

(7) Renewal Options (Cont'd)

- (f) Recognition of previous service will be given to month-to-month customers who convert to a TPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided the four month minimum service period for that service has been met.
- (g) Recognition of previous service will be given to TPP customers who convert from CSPP arrangements provided the customer is the original customer of record at the time of transfer.
- (h) When an existing BellSouth DS1 Diverse service, LightGate (a.k.a. BellSouth SPA Point to Point Network), and/or BellSouth Dedicated Ring, customer has completed the selected TPP commitment period and the service reverts to month-to-month service, only the contiguous month-to-month service adjacent to the start date of the new TPP will receive recognition for determining the appropriate TPP arrangement or any subsequent TPP arrangement.

(8) Transfer of Service

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

(9) Prepayment

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

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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ISSUED: JUNE 30, 2020

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan

Effective September 29, 2007, the BellSouth Fast Packet Savings Plan (FSP) will no longer be available for new customer subscriptions. Existing FSP customers may keep their existing FSP agreements until the expiration of the term. Upon expiration of the term, customers may not renew the FSP agreement. Also with the above effective date, customers may not revise an existing FSP agreement to extend the length of the term.

- (1) The BellSouth FSP allows customers to receive credits applied to their bill in exchange for making a commitment to maintain a minimum level of total Fast Packet Services monthly recurring billing (defined in 2.4.8(F)(3) following) for a specified period of time.

The credits provided under a BellSouth FSP agreement are applied to eligible Fast Packet Services, LightGate service (a.k.a. BellSouth SPA Point to Point). The monthly rates and nonrecurring charges¹ for the following Fast Packet Services, LightGate service (a.k.a. BellSouth SPA Point to Point) are eligible for credit when subscribed to on a month-to-month basis:

- BellSouth Exchange Access Frame Relay Service⁽²⁾
- BellSouth Managed Shared Frame Relay Service⁽²⁾
- BellSouth Customer Network Management - Network Visibility Service (CNM-NVS) (excluding Service Establishment Charge and Management Access Interface Charges)
- LightGate service (a.k.a. BellSouth SPA Point to Point)

⁽¹⁾ Effective November 14, 2001, FSP discount credits also apply to nonrecurring billing for eligible services for a customer under a FSP agreement. For a customer with an existing FSP agreement, FSP credit adjustments are not applicable for nonrecurring billing prior to November 14, 2001.

⁽²⁾ Effective November 5, 2011, Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service) as described in Section 21.2, following, and BellSouth Managed Shared Frame Relay Service (MSFRS) as described in 21.3, following, will no longer be available to new Customers. Existing term plan Customers, as of November 5, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

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TARIFF F.C.C. NO. 1
2ND REVISED PAGE 2-119
CANCELS 1ST REVISED PAGE 2-119

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

(D)(This page filed under Transmittal No. 157)

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan (Cont'd)

- (2) The Fast Packet services as set forth in 2.4.8(F)(1) preceding that are included in a Fast Packet Services Payment Plan (FPSPP, as provided in 2.4.8(C)) will not receive BellSouth FSP credits. Monthly recurring billing for such services under a Fast Packet Services Payment Plan shall, however, count towards the customer's Total Fast Packet Services Monthly Recurring Billing (referred to as qualifying revenues) for a BellSouth FSP as set forth in 2.4.8(F)(3) following.

The LightGate service (a.k.a. BellSouth SPA Point to Point), as set forth in 2.4.8(D)(1) preceding that are included in a Transport Payment Plan (TPP), as provided in 2.4.8(D), will not receive BellSouth FSP credits. Monthly recurring billing for such services shall, however, count towards the customer's Total Fast Packet Services Monthly Recurring Billing (referred to as qualifying revenues) for a BellSouth FSP as set forth in 2.4.8(F)(3) following.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan (Cont'd)

(3) The customer's Total Fast Packet Services Monthly Recurring Billing, referred to hereafter as qualifying revenues, will be utilized to establish the appropriate BellSouth FSP credit schedule which will be applied to the customer's eligible Fast Packet Service billing as set forth in Section 2.4.8(F)(1). A customer's qualifying revenues is defined to include their monthly recurring billing¹ for the following services:

- Eligible Fast Packet Services (as set forth in Section 2.4.8(F)(1))
- BellSouth Exchange Access Frame Relay Service⁽²⁾ under FPSPP
- Eligible BellSouth Transport Services (per (a) following):
 - WATS Access Line (WAL) (a.k.a. BellSouth WATS Line) Service
 - DS1 High Capacity (a.k.a. BellSouth SPA DS1) Service
 - High Capacity (a.k.a. BellSouth SPA High Capacity)
 - Alternate Serving Wire Center Service
 - LightGate Service (a.k.a. BellSouth SPA Point to Point Network)
 - Digital Data Access Service (a.k.a. BellSouth SPA DSO Digital Data)
 - Voice Grade (a.k.a. BellSouth SPA DSO VG) Service
 - Program Audio (a.k.a. BellSouth SPA Program Audio) Service
 - Analog Data Access (a.k.a. BellSouth SPA DSO VG) Service
 - SMARTPath Service (a.k.a. BellSouth SPA DS1 Shared Ring)
 - SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring)

⁽¹⁾ While nonrecurring charges for eligible services receive discounts under an FSP agreement, nonrecurring charge billing does not count as "qualifying" revenue towards a customer's minimum monthly revenue commitment.

⁽²⁾ Effective November 5, 2011, Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service) as described in Section 21.2, will no longer be available to new Customers. Existing term plan Customers, as of November 5, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan (Cont'd)

(3) (Cont'd)

- Eligible BellSouth Transport Services (per (a) following): (Cont'd)
 - BellSouth SPA Customer Network Management (CNM) - FlexServ Service
 - Surcharge for Special Access (a.k.a. BellSouth SPA) Service
 - Message Station Equipment Recovery Charge
 - Metallic (a.k.a. BellSouth Metallic) Service
 - Telegraph Grade (a.k.a. BellSouth Telegraph) Service
 - Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel) Service
 - Video (a.k.a. BellSouth Video Service)
 - Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video) Service
 - Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video) Service
 - BellSouth SPA Modular Video Transport Service
 - Dry Fiber

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan (Cont'd)

(3) (Cont'd)

- Eligible BellSouth Transport Services (per (a) following): (Cont'd)

- BellSouth SWA Transport
- BellSouth SWA Managed Shared Network Service
- BellSouth Dedicated Ring
- BellSouth SWA DS0 Service
- BellSouth SWA DS1 Service
- BellSouth SWA DS3 Service
- BellSouth Directory Transport
- Federal Government Transport Plan

(a) The following percentages of total monthly recurring billing for eligible BellSouth Transport Services (as set forth previously herein 2.4.8(F)(3)) will count as qualifying revenue:

- 10% when a customer signs a Plan A term.
- 25% when a customer signs a Plan B term.
- 35% when a customer signs a Plan C or Plan D term.

Additionally, a customer must maintain at least 75% of its existing Fast Packet Services monthly recurring billing during the FSP interim period (as set forth in 2.4.8(F)(10) following) to allow eligible BellSouth Transport Services to count as qualifying revenue.

(4) The lengths of the term plans available for a BellSouth FSP agreement are as follows:

- Plan A (36 to 59 Months)
- Plan B (60 to 83 Months)
- Plan C (84 to 143 Months)
- Plan D (144 Months)¹

⁽¹⁾The Plan D term is only available with a \$2,000,000 Minimum Monthly Revenue Commitment level.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan (Cont'd)

(5) The following table provides the minimum monthly revenue commitment levels for a customer's qualifying revenues under a BellSouth FSP agreement¹. The customer specifies their minimum monthly revenue commitment level (hereinafter referred to as monthly revenue commitment or revenue commitment) and the term plan for their BellSouth FSP agreement. Based upon these two parameters, a specific schedule of credits applies during their BellSouth FSP agreement. Each credit schedule contains the credit percentages applicable to the month-to-month rates and nonrecurring charges for eligible Fast Packet Services defined in 2.4.8(F)(1). The credit schedules are identified by: an alpha character that identifies the term plan, and a numeric character that identifies the customer's minimum monthly revenue commitment level. Credit schedules are provided following in 2.4.8(F)(6).

Minimum Monthly Revenue Commitment Level	Credit Schedule			
	Plan A Term 36 - 59 Months	Plan B Term 60 - 83 Months	Plan C Term 84 - 143 Months	Plan D Term 144 Months
\$ 750,000	Schedule 0A	Schedule 0B	Schedule 0C	-
\$ 2,000,000	Schedule 1A	Schedule 1B	Schedule 1C	Schedule 1D
\$ 5,000,000	Schedule 2A	Schedule 2B	Schedule 2C	-
\$ 10,000,000	Schedule 3A	Schedule 3B	Schedule 3C	-

Note 1: Only monthly recurring billing for qualifying services is used in determining a customer's monthly revenue which applies towards their minimum monthly revenue commitment; nonrecurring billing for qualifying services does not apply.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan (Cont'd)

(6) The credit schedules for BellSouth Fast Packet Savings Plan agreements are as follows. Within each credit schedule a unique credit applies based upon the transmission speed of the eligible service (and as stated for features).

(a) The following credit schedules are applicable for Fast Packet Access Services. A unique credit applies based upon the transmission speed of the eligible Fast Packet Service. A separate credit applies for Fast Packet Access Services' features; the Features credit is also applicable for BellSouth CNM-NVS.

Credit Schedule	Credit Percentages							
	56/64 Kbps	112-1152 Kbps	1.536 Mbps	Multilink, Subrate T3 & IMA	44.210 Mbps	149.760 Mbps	599.040 Mbps	Features
0A	7%	8%	6%	5%	5%	3%	5%	6%
0B	9%	10%	8%	7%	7%	5%	7%	8%
0C	23%	12%	18%	15%	15%	18%	18%	9%
1A	13%	14%	11%	10%	10%	6%	10%	11%
1B	18%	16%	16%	14%	14%	9%	14%	16%
1C	45%	18%	35%	29%	29%	35%	35%	17%
1D	50%	21%	39%	35%	35%	40%	40%	31%
2A	34%	20%	29%	26%	26%	16%	26%	29%
2B	48%	22%	41%	37%	37%	22%	37%	41%
2C	54%	33%	50%	45%	45%	45%	45%	45%
3A	40%	22%	35%	30%	30%	19%	31%	30%
3B	54%	33%	50%	45%	45%	45%	45%	45%
3C	56%	38%	54%	50%	50%	50%	50%	50%

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan (Cont'd)

(6) (Cont'd)

(b) The credit schedules for LightGate service (a.k.a. BellSouth SPA Point to Point) are as follows:

Credit Schedule	Credit Percentages		
	ME 2-99 Mbps and ME Independent Company Trunk	ME 100 - 499 Mbps	ME 500 Mbps - 1 Gbps
	(1)		
OA	25%	25%	25%
OB	29%	29%	29%
OC	35%	35%	35%
1A	28%	28%	28%
1B	32%	32%	32%
1C	38%	38%	38%
1D	40%	40%	40%
2A	30%	30%	30%
2B	34%	34%	34%
2C	40%	40%	40%
3A	32%	32%	32%
3B	36%	36%	36%
3C	50%	50%	50%

(1) These FSP discounts are also applicable to features that are not related to transmission speed.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE
 2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan (Cont'd)

- (7) Each month under a BellSouth FSP agreement the customer's eligible billing will be adjusted via a credit. The monthly credit will be equal to the previous month's eligible revenue times the appropriate credit percentage set forth in the credit schedule specified by the customer's BellSouth FSP agreement.
- (8) To subscribe to a BellSouth FSP, a customer must submit to the Telephone Company a signed agreement provided by the Telephone Company specifying the customer's monthly revenue commitment and the term plan (indicating the actual number of plan months) desired for their FSP agreement. The customer must also identify to the Telephone Company all Access Customer Name Abbreviations (ACNAs) to be included in the BellSouth FSP agreement. The BellSouth FSP effective service date will be negotiated by the Telephone Company and the customer. The negotiated effective service date shall be no later than 30 days after the Telephone Company has received the aforementioned signed agreement from the customer with the required information to develop the FSP agreement. BellSouth FSP credits specified in 2.4.8(F)(7) will begin with the first bill period following the negotiated effective service date of the BellSouth FSP agreement.
- (9) Except as specified in (9)(a) following, to enroll in a BellSouth FSP agreement, the customer's monthly qualifying revenues at the time of enrollment (based upon the most current monthly billing data available) must equal or exceed the entry level minimum qualifying revenue specified in the table following. The entry level minimum qualifying revenue depends upon the term plan and monthly revenue commitment level selected for the customer's FSP agreement. The entry level minimum qualifying revenues are as follows:

Minimum Monthly Revenue Commitment Level	Entry Level Minimum Qualifying Revenues			
	Plan A Term	Plan B Term	Plan C Term	Plan D Term
	36 - 59 Months (50% of MMRC)	60 - 83 Months (35% of MMRC)	84 - 143 Months (20% of MMRC)	144 Months (5% of MMRC)
\$ 750,000	\$ 375,000	\$ 262,500	\$ 150,000	-
\$ 2,000,000	\$ 1,000,000	\$ 700,000	\$ 400,000	\$100,000
\$ 5,000,000	\$ 2,500,000	\$ 1,750,000	\$ 1,000,000	-
\$ 10,000,000	\$ 5,000,000	\$ 3,500,000	\$ 2,000,000	-

- (a) A customer may enroll in a BellSouth FSP agreement between November 14, 2001, and February 14, 2002, with only 50% of the entry level minimum qualifying revenues set forth above.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan (Cont'd)

(13) No Termination Liability Charge will apply.

(14) In the event of a merger or acquisition and both companies have existing BellSouth FSPs, then the customer will have the option of continuing both plans or merging both into one FSP agreement.

If the customer chooses to merge both plans into one FSP agreement, then the plan of the company making the acquisition will remain in effect and the revenues of the acquired company will be combined with those of the company making the acquisition. A revised BellSouth FSP agreement will be established based on these combined revenues subject to the regulations set forth in 2.4.8(F)(12).

If the company resulting from the merger or acquisition chooses not to continue the FSP plan(s), early termination provisions set forth in 2.4.8(F)(13) preceding apply.

(15) In the event of a merger or acquisition if only one company has a BellSouth FSP, then the customer will have the option of continuing the existing FSP plan as is or adding the new company to that existing FSP agreement.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan (Cont'd)

- (16) During a promotional period from April 30, 2004 to July 29, 2004, customers subscribing to a new BellSouth FSP agreement and customers upgrading an existing BellSouth FSP agreement will additionally qualify to receive a FSP Network to Network Interface (NNI) Promotion monthly reward credit. This reward credit will apply when the customer has placed at least one of the Fast Packet Access Services specified in (a) following in a minimum of 13 different BellSouth LATAs.

A unique FSP NNI Promotion monthly reward credit is appropriate for each BellSouth FSP Minimum Monthly Revenue Commitment level based upon whether the customer has in place at least one Fast Packet Access Service specified in (a) following in either 13 different BellSouth LATAs, 26 different BellSouth LATAs or 38 different BellSouth LATAs. These reward credits are shown in (b) following. One such reward credit appropriate per FSP customer shall be applied per month once the customer has fulfilled the promotion requirements (beginning with billing periods after May 25, 2004). The appropriate reward credit shall then be applied to the bill each month for the duration of the customer's BellSouth FSP agreement, except that reward crediting shall cease and no longer be applicable for the remainder of the FSP agreement period once the customer falls below the minimum of one Fast Packet Access Service specified in (a) following in at least 13 different BellSouth LATAs.

- (a) A minimum of one of the following Fast Packet Access Services at 1.536 Mbps or greater speed with a network interface configured for network to network interface capability (i.e., Frame Relay NNI) must be in place in a minimum of 13 different BellSouth LATAs in order for a customer with a BellSouth FSP agreement subscribed to during this promotional period to begin to receive a FSP NNI Promotion monthly reward credit: BellSouth Exchange Access Frame Relay Service (XAFRS), BellSouth Managed Shared Frame Relay Service (MSFRS).

- (b) Monthly reward credit amounts for the FSP NNI Promotion are provided in the schedule following:

FSP Monthly Monthly Revenue Commitment Level	FSP NNI Promotion Monthly Reward Credit		
	NNIs in 13 LATAs	NNIs in 26 LATAs	NNIs in 38 LATAs
\$ 750,000	\$ 1,070.00	\$ 4,200.00	\$ 9,160.00
\$ 2,000,000	\$ 1,270.00	\$ 5,000.00	\$ 11,000.00
\$ 5,000,000	\$ 1,460.00	\$ 5,740.00	\$ 12,710.00
\$ 10,000,000	\$ 1,700.00	\$ 6,690.00	\$ 14,840.00

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan (Cont'd)

(16)(Cont'd)

(c) Applicable taxes and fees will be based on the standard BellSouth Fast Packet Savings Plan price of qualifying services, and no taxes or fees will be added to the FSP NNI Promotion monthly reward credit applied to customer bills.

(17) During a promotional period from April 1, 2005 to April 30, 2005, new BellSouth FSP Agreements signed with a Minimum Monthly Revenue Commitment of \$5,000,000 with a 60 to 83 month term (referred to as a Plan 2B) shall be provided with promotional terms and conditions stipulated herein for the duration of these FSP Agreements. During the 36th month of such FSP Agreements, the customer must inform the Telephone Company which of the following options they have selected for their FSP Agreement for service beyond the 36th month:

(a) No Termination Liability Charge will apply.

(b) The existing FSP Agreement may be retained for the duration of the selected payment period (of 60 to 83 months) and standard FSP tariff terms and conditions shall apply for the remaining months of the selected term (including Termination Liability for a total termination).

(c) The existing FSP Agreement may be revised to another FSP Agreement subject to the standard terms and conditions outlined within this BellSouth Fast Packet Savings Plan tariff for such changes.

It is the responsibility of the customer to provide to the Telephone Company their choice of the above options prior to the completion of the 36th month of the promotional FSP Agreement. Failure of the customer to provide such direction shall result in (b) above being the default option for the customer and the FSP Agreement shall continue in effect for the remaining duration of the 60 to 83 month term subject to the standard terms and conditions of the FSP tariff.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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TARIFF F.C.C. NO. 1
4TH REVISED PAGE 2-139
CANCELS 3RD REVISED PAGE 2-139

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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BELLSOUTH TELECOMMUNICATIONS
Four AT&T Plaza, Dallas, Texas 75202

TARIFF F.C.C. NO. 1
4TH REVISED PAGE 2-140
CANCELS 3RD REVISED PAGE 2-140

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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(D)(This page filed under Transmittal No. 157)

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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BELLSOUTH TELECOMMUNICATIONS
Four AT&T Plaza, Dallas, Texas 75202

TARIFF F.C.C. NO. 1
3RD REVISED PAGE 2-152
CANCELS 2ND REVISED PAGE 2-152

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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BELLSOUTH TELECOMMUNICATIONS
Four AT&T Plaza, Dallas, Texas 75202

TARIFF F.C.C. NO. 1
4TH REVISED PAGE 2-153
CANCELS 3RD REVISED PAGE 2-153

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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BELLSOUTH TELECOMMUNICATIONS
Four AT&T Plaza, Dallas, Texas 75202

TARIFF F.C.C. NO. 1
2ND REVISED PAGE 2-155
CANCELS 1ST REVISED PAGE 2-155

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

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 ⁽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 Local and Interoffice Channel rate elements for which nonrecurring charges are appropriate.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.9 Installation Guarantee (Cont'd) Service

(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) 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).
- (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.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.9

Service

(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 Connections

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 Definitions

Certain terms used herein are defined as follows:

Access Code

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

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Additional Residential Local Exchange Service ("Additional Residential Line")

This term denotes any residential local exchange service ("residential line") provided by the Telephone Company or a reseller of a Telephone Company-provided residential line at a residential premises other than the Primary Residential Line, as defined below. The Additional Residential Local Exchange Service Line or Trunk FUS and EUCL charges apply to such residential lines.

Alternate Central Office

The term "Alternate Central Office" denotes a wire center other than the serving wire center of the location of a customer node associated with BellSouth Dedicated Ring.

Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Attenuation Distortion

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

Authorized Traceback Group

A designee of the Telephone Company which it authorizes to issue Traceback Requests for traffic received by the Telephone Company. Telephone Company currently designates The USTelecom Industry Traceback Group or any successor organization to be an Authorized Traceback Group.

B8ZS

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

Balance (100 Type) Test Line

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

Basic Service Element

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

BellSouth Direct Access to Directory Assistance

The term "BellSouth Direct Access to Directory Assistance" denotes the provision of direct access to BellSouth's Directory Assistance Listing Database, Directory Assistance Search Application and Database Administration Call Control to enable a customer to provide voice Directory Assistance Service to its end users.

BellSouth Direct Access to Directory Assistance Location

The term "BellSouth Direct Access to Directory Assistance Location" denotes the Telephone Company location for the Directory Assistance Listing Database, the DA Search Application, and the Database Administration Call Control. The Company will provide BellSouth Direct Access to Directory Assistance from its location as specified in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC., TARIFF F.C.C. NO. 4.

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EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)⁽¹⁾

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

Expected Measured Loss

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

Fast Packet Access Services

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

Facility Signaling Point of Interconnection (FSPOI)

The term FSPOI denotes a Telephone Company-designated ordering point within a Telephone Company LATA to which customers may order CCS7 Signaling Connections.

Federal Observed Holiday

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

⁽¹⁾ Effective November 5, 2011, Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service) as described in Section 21.2, following, will no longer be available to new Customers. Existing term plan Customers, as of November 5, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

ISSUED: JUNE 30, 2020

EFFECTIVE: JULY 15, 2020

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Pay Telephone Line

The term "Pay Telephone Line" denotes facilities provided by the Telephone Company which connect pay telephone stations to the Local Exchange network.

Payphone Service Provider

The term "Payphone Service Provider" denotes one who provides payphone service, which is the provision of public or semi-public pay telephone, the provision of inmate telephone service in correctional institutions and any ancillary services.

Phase Jitter

The term "Phase Jitter" denotes the unwanted phase variations of a signal.

Point of Termination

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

Ported Number

The term "Ported Number" denotes a unique Directory Number retained by a subscriber who has changed Local Service Providers.

Premises

The term "Premises" denotes a building, or a portion of a building in a multi-tenant building, or buildings on continuous property (except Railroad Right-of-way, etc.) not separated by a public highway, except for an end user that offers Telecommunications Services exclusively as a reseller. This term is not to be limited to one building, but applies as well to a complex, or campus-type configuration of buildings. For application of the FUS and EUCL Charges pursuant to Sections 3 and 4 following, each dormitory room served by a central office-based local exchange service shall be considered a premises.