

TARIFF DISTRIBUTION

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PURPOSE: Correcting Frame Relay/ATM discontinuance
footnote per FCC.

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

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

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⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access (Z) Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

(15) For Fast Packet Access Services,⁽¹⁾⁽²⁾ 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⁾⁽²⁾ 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.
- (2) Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120). (Z)

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

(15)(Cont'd)

(b) In case of an interruption to Managed Shared Frame Relay Service,⁽¹⁾⁽²⁾ 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⁾⁽²⁾ 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.
- (2) Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

(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⁾⁽²⁾ XAFRS Network Interfaces
- For Managed Shared Frame Relay Service:⁽¹⁾⁽²⁾ 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.
- (2) Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120). (Z)

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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⁾

(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.

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120). (Z)

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(C) Fast Packet Services Payment Plan⁽¹⁾ (Cont'd)

(2) Application of Rates and Charges

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

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

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

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

(c) The customer will be required to pay a Termination Liability Charge in the event that all or any part of a service is disconnected at the customer's request prior to expiration of any selected payment period of greater than one month's duration except as specified in 2.4.8(C)(4) following.

(d) No Termination Liability Charge will apply.

(3) Additions

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

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

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans⁽¹⁾ (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.

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(C) Fast Packet Services Payment Plan⁽¹⁾ (Cont'd)

(5) Moves of Service Under Fast Packet SPP

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

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(C) Fast Packet Services Payment Plan⁽¹⁾ (Cont'd)

(5) Moves of Service Under Fast Packet SPP (Cont'd)

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

(6) Requests for Changes in Length of Service Period

- (a) Subsequent to the establishment of a Fast Packet SPP arrangement and prior to the completion of the selected service period for that arrangement, the Fast Packet SPP arrangement may be replaced by a new Fast Packet SPP arrangement at rates and charges in effect on the first day of service under the new Fast Packet SPP arrangement, subject to the following conditions:
- No credit will be given for payments made under the original Fast Packet SPP arrangement except for credits allowed under Section 2.4.8(C)(9)(a) following.
 - The service period selected for the new Fast Packet SPP arrangement begins on the new Fast Packet SPP effective date but not later than the expiration date of the Fast Packet SPP being replaced.
 - Nonrecurring charges will not be reapplied for existing services.
 - If the new Fast Packet SPP arrangement has a service period shorter in length than the time remaining under the service period for the existing Fast Packet SPP arrangement, the change to the new Fast Packet SPP constitutes a disconnection of the existing Fast Packet SPP arrangement for which no Termination Liability Charges apply.

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(C) Fast Packet Services Payment Plan⁽¹⁾ (Cont'd)

(7) Renewal Options

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

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120). (Z)

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(C) Fast Packet Services Payment Plan⁽¹⁾ (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.

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(C) Fast Packet Services Payment Plan⁽¹⁾ (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.⁽³⁾
 - Payment Plan B, service periods may be selected from 37 months to 60 months in length.⁽²⁾⁽³⁾
 - Payment Plan C, service periods may be selected from 61 months to 96 months in length.⁽¹⁾⁽²⁾⁽³⁾

⁽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.

⁽³⁾ Effective on November 1, 2022, all ACPs for High Capacity (a.k.a. BellSouth SPA High Capacity DS1 (a.k.a. BellSouth SPA DS1)), CSPPs of greater than 24 months for High Capacity (a.k.a. BellSouth SPA High Capacity DS1 (a.k.a. BellSouth SPA DS1)), SMARTPath Service (a.k.a. BellSouth SPA DS1 Shared Ring), and SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), and TPPs greater than 12 months for BellSouth DS1 Diverse Service and LightGate Systems (a.k.a. BellSouth SPA Point to Point Network), are no longer available, including for any otherwise available conversions. Circuits already subject to ACPs, CSPPs, and TPPs, as of November 1, 2022, will continue to be provided under the then-current term for the remainder of that term.

⁽⁴⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed

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Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication
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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(4) Disconnects (Cont'd)

(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⁽¹⁾
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⁽¹⁾ 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.

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan⁽³⁾

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⁾⁽³⁾
- BellSouth Managed Shared Frame Relay Service⁽²⁾⁽³⁾
- 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.

⁽³⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120). (Z)

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan⁽¹⁾ (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 (FPSP, 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.

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan⁽³⁾ (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⁽⁴⁾ (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.

⁽³⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth^(Z) Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

⁽⁴⁾ Program Audio is discontinued and no longer available in this publication (see WC Dkt. 19-238).

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan⁽¹⁾ (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

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan⁽²⁾ (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.

⁽²⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan⁽²⁾ (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.

Note 2: Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120). (Z)

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 2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan⁽¹⁾ (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%

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120). (Z)

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan⁽²⁾ (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)		
0A	25%	25%	25%
0B	29%	29%	29%
0C	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.
 (2) Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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 2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan⁽¹⁾ (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.

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120). (Z)

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan⁽¹⁾ (Cont'd)

(10) Subject to meeting the requirements set forth in 2.4.8(F)(9), customers are allowed an interim period beginning with the establishment of their BellSouth FSP agreement to increase their qualifying monthly revenues to the level of the monthly revenue commitment specified in their FSP agreement. The length of this interim period differs based upon the term plan selected for the customer's FSP agreement as follows:

- Plan A 12 month interim period allowed
- Plan B 24 month interim period allowed
- Plan C 36 month interim period allowed
- Plan D 60 month interim period allowed

(11) Once the interim period specified in 2.4.8(F)(10) preceding has been completed, a Shortfall Charge shall apply on a going forward basis for each month that the customer's qualifying revenue does not equal or exceed the customer's revenue commitment. The applicable Shortfall Charge for each such month is an amount equal to the difference between the customer's monthly revenue commitment and their actual qualifying revenues billed that month.

(12) Subject to the terms set forth in 2.4.8(F)(8) for initiating a new FSP agreement, customers may request to revise an existing FSP agreement to include a different length of term and/or monthly revenue commitment. The number of months served under the existing FSP agreement will be counted in establishing the total term length for the revised FSP agreement (i.e., providing recognition of previous FSP service). Based upon customer requested revisions in the total length of the FSP agreement and/or monthly revenue commitment, the customer's credit schedule as specified in 2.4.8(F)(6) may change.

A customer may make such revisions to his FSP agreement without a Commitment Reduction Charge (discussed following) as long as the total revenue commitment associated with the revised FSP agreement is equal to or greater than the total revenue commitment for the existing FSP agreement.

The total revenue commitment associated with the existing plan is the product of multiplying the total number of months specified in the customer's existing FSP agreement by the existing plan's monthly revenue commitment.

The total revenue commitment associated with the revised plan is determined by taking the product of multiplying the number of months served under the existing plan by the existing plan's monthly revenue commitment, and adding it to, the product of multiplying the number of additional months in the revised FSP plan by the revised plan's monthly revenue commitment.

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120). (Z)

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan⁽¹⁾ (Cont'd)

(12) (Cont'd)

If the total revenue commitment associated with the revised FSP plan is less than the total revenue commitment associated with the existing plan, a Commitment Reduction Charge is applicable. This Commitment Reduction Charge is equal to the product of the total FSP credits received by the customer since the initiation of a FSP plan, multiplied by, 1 minus the ratio of the revised plan total revenue commitment to the existing plan total revenue commitment.

For example: After 40 months, a customer with a 60 month FSP agreement with a \$5,000,000 revenue commitment per month (discount schedule 2B) wants to change to a \$2,000,000 revenue commitment for the next 36 months. (The customer's new agreement will be for a total of 76 months (40 months plus 36 months). FSP crediting for the next 36 months will be under discount schedule 1B.) Thus far under the existing FSP agreement, the customer has produced over \$200,000,000 in qualifying revenues, which included \$100,000,000 of eligible service revenues upon which he has received a total of \$40,000,000 in FSP credits.

The total revenue commitment associated with the existing plan is calculated as follows:

$$60 \text{ months times } \$5,000,000 = \$300,000,000.$$

The total revenue commitment associated with the revised (76 month) plan is calculated as follows:

$$\begin{aligned} &= (40 \text{ months times } \$5,000,000) \text{ plus } (36 \text{ months times } \$2,000,000) \\ &= (\$200,000,000) \text{ plus } (\$72,000,000) \\ &= \$272,000,000 \end{aligned}$$

A Commitment Reduction Charge (CRC) applies since the revised plan's total revenue commitment is less than the existing plan's total revenue commitment. The charge is calculated as follows:

$$\begin{aligned} \text{CRC} &= \$40,000,000 \times (1 - (\$272,000,000/\$300,000,000)) \\ &= \$40,000,000 \times (1 - .9067) \\ &= \$40,000,000 \times (.0933) \\ &= \$ 3,732,000 \end{aligned}$$

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120). (Z)

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan⁽¹⁾ (Cont'd)

(12) (Cont'd)

- (a) Under the terms set forth herein, a customer may extend the period of time under their FSP agreement. If the increase in total number of months causes the revised FSP agreement to fall under a longer term plan (as set forth in 2.4.8(F)(4)) than the existing agreement, the customer qualifies for a longer interim period (discussed in 2.4. (F)(10)).

The additional interim period time allowed is equal to the difference between the interim period months associated with the revised agreement's term plan, less the interim period months associated with the existing plan which have not passed. The total interim period months allowed such a customer shall not exceed the number of interim period months specified in 2.4.8. (F)(10) preceding based upon the revised agreement's term plan. Any additional interim period time appropriate for a customer shall begin with the start date of the revised agreement.

- (b) Under the terms set forth herein, a customer may decrease the period of time under their FSP agreement. If the decrease in total number of months causes the revised FSP agreement to fall under a shorter term plan (as set forth in 2.4.8(F)(4)) than the existing agreement, the customer no longer qualifies for the longer interim period (discussed in 2.4.8(F)(10)) associated with the existing plan. The following terms apply upon the effective date of the revised agreement:

- If the interim period associated with the existing FSP agreement has passed, no action is taken.
- If the interim period associated with the existing FSP agreement is underway and has progressed beyond the interim period associated with the revised FSP agreement (as specified in 2.4.8(F)(10)), the customer's interim period shall cease upon the effective date of the revised agreement.
- If the interim period associated with the existing FSP agreement is underway and has not progressed beyond the interim period associated with the revised FSP agreement, the total interim period allowed the customer is the number of months for the revised FSP agreement's term plan (as set forth in 2.4.8(F)(10)).

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan⁽¹⁾ (Cont'd)

(12) (Cont'd)

- (c) Under the terms set forth herein, a customer may increase their monthly revenue commitment and extend the period of time under their FSP agreement. If the increase in total number of months causes the revised FSP agreement to fall under a longer term plan (as set forth in 2.4.8(F)(4)) than the existing agreement, the customer qualifies for a longer interim period (discussed in 2.4.(F)(10)).

The additional interim period time allowed is equal to the difference between the interim period months associated with the revised agreement's term plan, less the interim period months associated with the existing plan which have not passed, plus 12 months. Any additional interim period time appropriate for a customer shall begin with the start date of the revised agreement.

- (d) Under the terms set forth herein, a customer may increase their monthly revenue commitment and continue with the period of time under their FSP agreement. A customer qualifies for an additional 12 months to be added to the existing interim period.
- (e) Under the terms set forth herein, a customer may increase their monthly revenue commitment and shorten the period of time under their FSP agreement. The following terms apply:
- If the decrease in total number of months causes the revised FSP agreement total revenue commitment to be less than the total revenue commitment associated with the existing plan, then a Commitment Reduction Charge will apply. No time period extension to the interim period will be provided.
 - If the revised FSP agreement total revenue commitment is greater than the existing plan total revenue commitment, a customer will receive an additional 12 months to be added to the existing interim period.

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan⁽¹⁾ (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.

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120). (Z)

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan⁽¹⁾ (Cont'd)

(15) (Cont'd)

If the customer chooses to add the new company to the existing FSP agreement, then the existing plan will remain in effect and the revenues of the company will be combined with those of the existing company. 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) preceding.

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

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan⁽¹⁾ (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	NNIs in	NNIs in
	13 LATAs	26 LATAs	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

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120). (Z)

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan⁽¹⁾ (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.

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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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⁽¹⁾ at DSO and DS1 levels only: BellSouth Exchange Access Frame Relay Service and Managed Shared Frame Relay Service.

(F) Service Installation Guarantees do not apply:

- (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⁽¹⁾ 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.

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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ACCESS SERVICE

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

5.1 General

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

An Access Order is an order to provide the customer with BellSouth SWA service, Special Access (a.k.a. BellSouth SPA) Service, Fast Packet Access Services⁽¹⁾, Intra-Office Collocation Cross Connect Service, Physical Access Cross Connect Service, and Virtual Access Cross Connect Service, or to provide changes to existing services.

The Service Installation Guarantee, as set forth in 2.4.9 preceding, is applicable to specified services offered in this tariff. The Service Installation Guarantee is applied on a per service order basis for BellSouth SWA Services. The Service Installation Guarantee is applied on a per circuit basis for Special Access (a.k.a. BellSouth SPA) Services. The Service Installation Guarantee is applied on the Cross Connect elements only for Intra-Office Collocation Cross Connect Service, Physical Access Cross Connect Service, and Virtual Access Cross Connect Service.

5.1.1 Ordering Conditions

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

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

(Z)

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ACCESS SERVICE

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

7.1 General (Cont'd)

7.1.2 Rate Categories

The following rate categories apply to Special Access (a.k.a. BellSouth SPA) Service:

- Local Channels (described in Section 7.1.2(A))
- Interoffice Channels (described in Section 7.1.2(B))
- Optional Features and Functions (described in Section 7.1.2(C))
- SMARTPath Area Connection (described in Section 7.1.2(E))
- SMARTPath Area Junction (described in Section 7.1.2(E))
- Fast Packet Access Services⁽¹⁾ (as set forth in Section 21 of this Tariff)
- Digital Subscriber Line Access Services (as set forth in Section 28 of this Tariff)

(A) Local Channel

In general, the Local Channel rate category provides for the communications path between a customer-designated premises and the serving wire center of that premises. Included as part of the Local Channel is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the Point of Termination (POT) and the type of signaling capability, if any. The signaling capability itself is provided as an optional feature as set forth in Section 7.1.2(C). One Local Channel charge will apply per customer-designated premises at which the channel is terminated. This charge will also apply where the customer designated premises and the serving Wire Center are collocated in a Telephone Company building. This charge will also apply where both customer-designated premises are in the same building, or where the service is provided without physically traversing the serving wire center. The charge also applies where the designated premises is served from a wire center other than the one from which the customer would normally obtain dial tone, i.e., an alternate serving wire center, as described in Section 7.2.9(A).

⁽¹⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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21 - Fast Packet Access Services

The Telephone Company will provide two types of Fast Packet Access Services: 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. Switch locations supporting Fast Packet Access Services are as specified in the National Exchange Carrier Association (N.E.C.A.) Tariff F.C.C. No. 4.

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.

Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120). (Z)

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ACCESS SERVICE

23 – Metropolitan Statistical Area Access Services (Cont'd)

23.4 Application of Rates and Charges

B. Figure 2 illustrates services provided totally from an MSA located in a Limited Service Relief Area. The rates and charges for all associated Special Access Service and Fast Packet Access Services⁽²⁾ rate elements, except local channels (channel terminations) between a LEC end office and a Customer (end user) premises, are obtained from Section 23.5 of this Tariff. ⁽¹⁾ All associated Switched Access rate elements are referenced back to comparable services in Sections 6.8.1.A, 6.8.1.B.1, 6.8.1.C.2, 6.8.1.C.3, 6.8.1.E, 6.8.1.G.5, 6.8.1.G.6, 6.8.1.H through 6.8.1.M, and 6.8.5 through 6.8.10 of this Tariff.

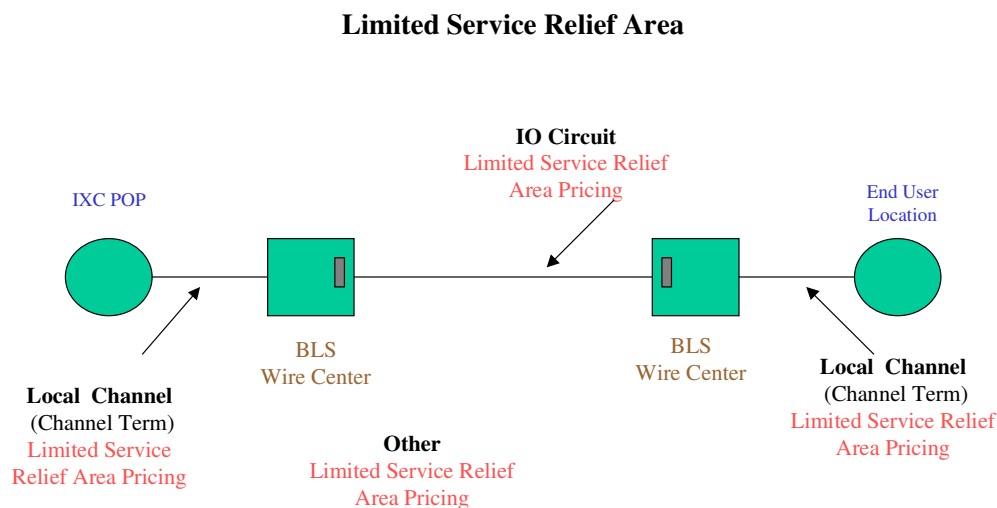


Figure 2

⁽¹⁾ Material in this Section has been de-tariffed pursuant to FCC Order No. 17-43, released April 28, 2017. Terms and Conditions for de-tariffed services are available at www.att.com/guidebook.

⁽²⁾ Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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