PART 1 - Preface SECTION 8 - Special Construction

5th Revised Page 2

Special Construction

# 2. Conditions (Cont'd)

- 2.4 Charges for Special Construction
  - 2.4.1 General

Various charges may apply when The Telephone Company provides special construction of facilities in accordance with an order for service. Written approval of all charges must be provided to the Telephone Company prior to the start of construction.

2.4.2 Conditions Requiring Special Construction

(D)

Special Construction

- 2. Conditions (Cont'd)
  - 2.4 Charges for Special Construction (Cont'd)
    - 2.4.2 Conditions Requiring Special Construction (Cont'd)
      - (A) Special construction is required when (T)
        - facilities are not available to meet an order for service,
        - (2) the Telephone Company constructs facilities,  $and^{(1)}$  (T)
        - (3) one or more of the following conditions exist:
          - The Telephone Company has no other requirement for the facilities constructed.
          - It is requested that service be furnished using a type of facility, or via a route, other than that which the Telephone Company would normally utilize in furnishing the requested service.
          - More facilities are requested than would normally be required to satisfy an order.
          - It is requested that construction be expedited, resulting in added cost to the Telephone Company.
    - 2.4.3 Development of Charges

Special construction charges and liabilities will be developed based on estimated costs, except when actual costs are required in writing prior to the start of special construction.

(1) Amended to standardize Special Construction requirements.

Special Construction

- 2. Conditions (Cont'd)
  - 2.4 Charges for Special Construction (Cont'd)
    - 2.4.4 Types of Charges (Cont'd)
      - (A) Nonrecurring Charge (Cont'd)
        - (4) Upfront Payment

Where the Telephone Company is requested to provide special construction, a lump sum upfront payment will apply as follows:

- (D) | | (D)
- (A) An upfront payment equal to the additional non- (T) recoverable cost will apply.<sup>(1)</sup> (T)

This upfront payment must be paid prior to the start of construction. These non-recoverable costs will exclude those non-recoverable costs that the Telephone Company would recover through recurring and nonrecurring charges for the associated basic service.

(5) Lease Charge

This charge applies when the Telephone Company leases equipment in order to meet service requirements. The amount of the charge is equal to the net added cost to the Telephone Company caused by the lease.

(1) Amended to standardize Special Construction requirements.

(T)

# Special Construction

- 2. Conditions (Cont'd)
  - 2.4 Charges for Special Construction (Cont'd)
    - 2.4.4 Types of Charges (Cont'd)
      - (A) Nonrecurring Charge (Cont'd)

- 2. General Conditions (Cont'd)
  - 2.5 Billing Conditions (Cont'd)
    - 2.5.6 Credit Allowance for Service Interruptions
      - (A) General

Service (with the exception of STN and ReliaNet, for AR, KS, MO, OK, TX) is considered to be interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this Guidebook or the protective controls applied by the Telephone Company, specified in the tariffs below, results in the complete loss of service by the customer.

State		FCC Tariff No.
AR, KS, MO,	OK, TX	#73, Section 6.7.10
IL, IN, MI,	OH, WI	#2, Section 6.6.1
CA, NV		#1, Section 6.5.1

An interruption period starts when an inoperative service is reported to the Telephone Company and ends when the service is operative.

The credit allowance for an interruption or for a series of interruptions shall not exceed:

- The applicable monthly rate,
- The assumed minutes of use charge, or
- The billed amount for that particular rate element in those cases where the Guidebook rate exceeds the actual billed amount (e.g., Shared Use Special Access services). (Applicable only in AR, KS, MO, OK, TX)

Credit allowances for service interruptions in Section 2.5.6 of this Guidebook do not apply for the following services:

- DecaMAN®
- GigaMAN®
- OPT-E-MAN®

For applicable service interruption credit allowances, if any, see terms and conditions associated with each service.

PART 2 - Provisions - Midwest, West, Southwest SECTION 5 - Ordering Conditions

- 5. Ordering for Access Service (Cont'd)
  - 5.3 Rate Conditions (Cont'd)
    - 5.3.2 Access Order Modification Charges (Cont'd)
      - (B) Service Date Change Charge/Dispatch Charge (Cont'd)
        - (4) An exception to the Service Date Change Charge provisions in Section 5.3.2(B)(1) applies for OPT-E-MAN®. The following provisions apply:

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

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

- If Service has not been fully provisioned, the Telephone Company will cancel the order on the 121st calendar day after the original due date and the charges specified in Section 5.3.3(G) will apply, or
- If Service has been fully provisioned, the Telephone Company will begin billing for the Service on the 121st calendar day after the original due date.

If a Customer is unable to accept Service within 31 calendar days after the original due date, and the Telephone Company has not received a supplement to the access order to extend the due date within 30 calendar days after the original due date, the Telephone Company may cancel the order on the 31st calendar day after the original due date and charges specified in Section 5.3.3(G) will apply. If Service has been fully provisioned, the Telephone Company alternatively may begin billing for the Service on the 31st calendar day after the original due date.

PART 2 - Provisions - Midwest, West, Southwest 1st Revised Page 16.7 SECTION 5 - Ordering Conditions

- 5. Ordering for Access Service (Cont'd)
  - 5.3 Rate Conditions (Cont'd)
    - 5.3.3 Access Order Cancellations
      - (A) Cancellation of an Access Order (excluding the following Special Access Services): Optical Carrier Network (OCN) Point-to-Point Service, Dedicated Ring Service, Gigabit Ethernet Metropolitan Area Network (GigaMAN), Multi-service Optical Network (MON) Ring Service, Optical Ethernet Metropolitan Area Network (OPT-E- (D) MAN®) - IL, IN, MI, OH, WI
        - (1) A customer may cancel an Access Order for the installation of service on any date prior to the installation of service. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a customer or a customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the customer has the choice of the following options:
          - The Access Order shall be cancelled and charges set forth in Section 5.3.3(A)(2) will apply, or
          - Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the customer, shall be the 31st day beyond the original service date of the Access Order.

- 5. Ordering for Access Service (Cont'd)
  - 5.3 Rate Conditions (Cont'd)
    - 5.3.3 Access Order Cancellations (Cont'd)
      - (D) Cancellation of an Access Order
         (excluding the following Special Access Services): Gigabit
         Ethernet Metropolitan Area Network (GigaMAN), Multi-service
         Optical Network (MON) Ring Service, OC-192 Dedicated SONET
         Ring Service, Optical Carrier Network (OCN) Point-to-Point
         Service, Optical Ethernet Metropolitan Area Network (OPT-E (D)
         MAN®)) CA
        - (1) A customer may cancel an Access Order for the installation of service. The Access Order must be cancelled at least 1 business day before the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a customer is unable to accept Access Service within 30 calendar days of the original service date, the customer has the choice of the following options:
          - The Access Order shall be cancelled and charges set forth in Section 5.3.3(D)(2) will apply, or
          - Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the customer, shall be the 31st day beyond the original service date of the Access Order.

- 5. Ordering for Access Service (Cont'd)
  - 5.3 Rate Conditions (Cont'd)
    - 5.3.3 Access Order Cancellations (Cont'd)
      - (E) Cancellation of an Access Order

         (excluding the following Special Access Services): Gigabit
         Ethernet Metropolitan Area Network (GigaMAN), Multi-service
         Optical Network (MON) Ring Service, Optical Carrier Network (D)
         (OCN) Point-to-Point Service) NV
        - (1) A customer may cancel an Access Order for the installation of service on any date prior to the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a customer or a customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the customer has the choice of the following options:
          - The Access Order shall be cancelled and charges set forth in Section 5.3.3(E) (2) will apply, or
            Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the customer, shall be the 31st day beyond the original service date of the Access Order.

- 5. Ordering for Access Service (Cont'd)
  - 5.3 Rate Conditions (Cont'd)
    - 5.3.3 Access Order Cancellations (Cont'd)
      - (F) Access Order Cancellation Charges (excluding the following Special Access Services): Optical Carrier Network (OCN) Point-to-Point Service, Self-healing Transport Network (STN), Dedicated SONET Ring Service, OC-192 Dedicated SONET Ring Service, Multi-service Optical Network (MON) Ring Service, Gigabit Ethernet Metropolitan Area Network (GigaMAN), Optical Ethernet Metropolitan Area Network (OPT-E-MAN®) - AR, KS, MO, OK, TX

(D)

(1) Cancellation of an Access Order

A customer may cancel an access order at any time prior to (1) the service date or (2) notification by the Telephone Company that service is available for the customer's use, whichever is later. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days.

(2) When Cancellation Charges Apply

If a customer/interconnector, a customer's end user or an interconnector's customer or end user is unable to accept Access Service and the new service date requested is beyond the allowable service date change time period specified in 5.3.2(B)(1) (Service Date Change Charge), the access order will be cancelled. When the customer cancels an access order on or after the application date, a Cancellation Charge will apply as specified below in addition to any other applicable charges specified in 5.3.2 (Access Order Modification Charges).

- (a) For Access Services (as applicable in this section) the Cancellation Charge equals:
  - the number of business days from the access order application date through the access order cancellation date (i.e., the service interval)
  - multiplied by the average daily charge
  - plus the access order charge.

- 5. Ordering for Access Service (Cont'd)
  - 5.3 Rate Conditions (Cont'd)
    - 5.3.3 Access Order Cancellations (Cont'd)
      - (G) Access Order Cancellation Charges
        - (for the following Special Access Services): Optical Carrier Network (OCN) Point-to-Point Service, Self-healing Transport Network (STN, Dedicated SONET Ring Service, OC-192 Dedicated SONET Ring Service, Multi-service Optical Network (MON) Ring Service, Gigabit Ethernet Metropolitan Area Network (GigaMAN), Optical Ethernet Metropolitan Area (D) Network (OPT-E-MAN®)

A Customer may cancel an Access Order for installation of service. The Access Order must be cancelled at least one (1) day before the due date. The Cancellation Date is the date the Telephone Company receives written notice from the Customer that the order is to be cancelled.

If a Customer is unable to accept Service within 31 calendar days after the original due date, and the Telephone Company has not received a supplement to the access order to extend the due date within 30 calendar days after the original due date, the Telephone Company may cancel the order on the 31st calendar day after the original due date and charges specified below will apply. If Service has been fully provisioned, the Telephone Company alternatively may begin billing for the Service on the 31st calendar day after the original due date.

Cancellation charges are applied based upon the type of special access service being cancelled which is categorized as either, 1) "point to point" service or 2) "non-point to point" service. However, at no time will cancellation charges apply until costs for installation of facilities have been incurred by the Telephone Company. Service installation costs incurred by the Telephone Company start on the application date, when the Telephone Company confirms the order with the Customer.

(1) When Cancellation Charges Apply for "Point to Point" Services

Cancellation charges for "point to point" services are based upon the date that a Customer cancels an Access Order with respect to the Design Layout Report Date (DLRD) of the service being provisioned. The DLRD is the date the Design Layout port is forwarded to the Customer. The DLRD is provided to the Customer upon firm order confirmation.

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PART 2 - Provisions - Midwest, West, Southwest SECTION 5 - Ordering Conditions

- 5. Ordering for Access Service (Cont'd)
  - 5.3 Rate Conditions (Cont'd)
    - 5.3.3 Access Order Cancellations (Cont'd)
      - (G) (Cont'd)
        - (1) When Cancellation Charges Apply for "Point to Point" Services (Cont'd)

The table below lists services defined as "point to point" services for the purposes of this section:

"Point to Point" Services OC-3 Optical Carrier Network-Point to Point Service OC-12 Optical Carrier Network-Point to Point Service OC-48 Optical Carrier Network-Point to Point Service OC-192 Optical Carrier Network-Point to Point Service GigaMAN

- 5. Ordering for Access Service (Cont'd)
  - 5.3 Rate Conditions (Cont'd)
    - 5.3.3 Access Order Cancellations (Cont'd)

Service

- (G) (Cont'd)
  - (1) When Cancellation Charges Apply for "Point to Point" Services (Cont'd)

When an Access Order is cancelled (or a part of an order) for a "point to point" service, cancellation charges will apply, even when nonrecurring installation charges would otherwise be waived, as follows:

(a) When a "point to point" service is cancelled on or before the Design Layout Report Date (DLRD), a cancellation charge will apply on a per circuit basis as shown in the table below. When a lowerspeed "point to point" service (e.g., OC-3c OCN Point-to-Point Service) with a Connecting Facility Assignment (CFA) of a higher-speed "point to point" or "non-point to point" service (e.g., OC-12 OCN Point-to-Point Service) is cancelled, and a cancelled service has no channel termination or local distribution channel, a cancellation charge will apply on a per circuit basis as shown in the table below:

Cancellation Charge (Per Circuit)

OC-3 OCN Point to Point Service OC-12 OCN Point to Point Service	\$600.00 800.00
OC-48 OCN Point to Point Service	1,200.00
OC-192 OCN Point to Point Service	2,500.00
GigaMAN	800.00

PART 2 - Provisions - Midwest, West, Southwest 2nd Revised Page 24.2 SECTION 5 - Ordering Conditions

- 5. Ordering for Access Service (Cont'd)
  - 5.3 Rate Conditions (Cont'd)
    - 5.3.3 Access Order Cancellations (Cont'd)
      - (G) (Cont'd)
        - (1) When Cancellation Charges Apply for "Point to Point" Services (Cont'd)

When an Access Order is cancelled (or a part of an order) for a "point to point" service, cancellation charges will apply, even when nonrecurring installation charges would otherwise be waived, as follows: (Cont'd)

(b) When a "point to point" service is cancelled after the Design Layout Report Date (DLRD), a cancellation charge will apply on a per circuit basis as shown in the table below:

Cancellation Charge Service (Per Circuit)

OC-3 OCN Point to Point Service	\$2,900.00
OC-12 OCN Point to Point Service	3,100.00
OC-48 OCN Point to Point Service	3,700.00
OC-192 OCN Point to Point Service	4,000.00
GigaMAN	3,200.00

PART 2 - Provisions - Midwest, West, Southwest 7th Revised Page 26 SECTION 5 - Ordering Conditions

- 5. Ordering for Access Service (Cont'd)
  - 5.3 Rate Conditions (Cont'd)
    - 5.3.3 Access Order Cancellations (Cont'd)
      - (G) (Cont'd)

- 5. Ordering for Access Service (Cont'd)
  - 5.3 Rate Conditions (Cont'd)
    - 5.3.4 Cancellation of a Letter of Agreement
      - (1) When facilities must be constructed prior to the Telephone Company receipt of an Access Order (e.g., construction where facility assignment is not yet available, due to lack of spare capacity), excluding special construction as described in Part 1, Section 8, the Customer will be required to submit a written letter of agreement to the Telephone Company which includes a maximum estimate as previously provided by the Telephone Company of the cancellation charges as defined in Section 5.3.4(B). A Customer may cancel a written letter of agreement.

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

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

(D) (D)

### ACCESS SERVICE

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

- 5.3 Access Order Modifications (Cont'd)
  - (C) (Cont'd)
    - (1) Service Date Change Charge (Cont'd)
      - (h) An exception to the Service Date Change Charge provisions in Sections 5.3(C)(1)(a) and (b) applies for BellSouth Metro Ethernet Service. The following provisions apply:

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

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

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

If a Customer is unable to accept Service within 31 calendar days after the original due date, and the Telephone Company has not received a supplement to the access order to extend the due date within 30 calendar days after the original due date, the Telephone Company may cancel the order on the 31st calendar day after the original due date and charges specified below will apply. If Service has been fully provisioned, the Telephone Company alternatively may begin billing for the Service on the 31st calendar day after the original due date.

PART 3 - Provisions - Southeast SECTION 5 - Ordering Conditions

### ACCESS SERVICE

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

5.4 Cancellation of an Access Order (Cont'd)

- (B) (Cont'd)
  - (4) (Cont'd)
    - (e) Cancellation Charge Percentages

TYPE SERVICE

CRITICAL DAT	ſES										
AFTER:	APP	SID	LAM	EIRD	DLRD	RID	DVA	WOT	FCD	PTD	DD
BEFORE:	SID	LAM	EIRD	DLRD	RID	DVA	WOT	FCD	PTD	DD	
			110 11	(D.).							
SPECIAL ACCE	SS (a.	k.a. Be	llSouth	SPA)							
HICAP (a.k.a	a. Bell:	South H	igh Cap	acitv)	FACILI	TIES					
	12.9		5 1		37.5		55.7	66.2	69.9	86.2	100.0
BELLSOUTH WA	AVELENG	TH SERV	ICE								
	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0
BELLSOUTH ME	דדס דיו	UFDNFT	CEDVICE								

BELLSOUTH	. METRO ETI 11.6		42.9		47.3	47.9	53.1	69.9	85.6	94.9	100.0
	WAVELENG	דתקת זוי		TNC OF	NATOR (1)						
PETT2001U	-		45.8			53.1	64.5	78.8	83.5	91.7	100.0
BELLSOUTH	WAVELENG	TH CHAN	NEL SER	VICE <sup>(2)</sup>							
	18.2	34.1	34.1	36.4	38.8	40.5	48.3	71.6	88.8	94.4	100.0

0

0

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

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

# ACCESS SERVICE

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

- 5.4 Cancellation of an Access Order (Cont'd)
  - (B) (Cont'd)

(5)

(M)

(M)

(N) (N)

(M)	Material appear	s in the	e Ethernet	Service	Guide,	Part 1,	Section 5.
	https://cpr.att	.com/pdf	/commonEt	hServGuid	de.html		

PART 3 - Provisions - Southeast SECTION 5 - Ordering Conditions

#### ACCESS SERVICE

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

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

PART 3 - Provisions - Southeast SECTION 5 - Ordering Conditions

#### ACCESS SERVICE

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

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

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

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

# ACCESS SERVICE

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

### 7.4 General Rate Conditions

This section contains the specific conditions governing the rates and charges that apply for Special Access (a.k.a. BellSouth SPA) Service.

# 7.4.1 Types of Rates and Charges

There are three types of rates and charges. These are monthly rates, daily rates and nonrecurring charges. The rates and charges are described as follows:

### (A) Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a Special Access (a.k.a. BellSouth SPA) Service is provided. For billing purposes, each month is considered to have 30 days.

#### (B) Nonrecurring Charges

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

The following list identifies the individual Special Access (a.k.a. BellSouth SPA) services provided under Section 7 of this guidebook which are eligible for credit of nonrecurring charges under "Service Installation Guarantee" found in Section 2.4.9. These services are not eligible for the Service Installation Guarantee when the requested installation, move or rearrangement of service interval is four days or less, as measured from the application date of the service order.

- High Capacity Service (a.k.a. BellSouth SPA High Capacity)
- SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) service (Channel interfaces only)

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

Video (a.k.a. BellSouth SPA Video) services
 BellSouth Metro Ethernet Service

# GENERAL CONDITIONS

# 2.1 Cost Assessment Charge (CAC)

2.1.1 A Cost Assessment Charge is assessed on a percentage basis against all billed revenue for business Customers subscribing to the transport services listed below. The CAC is established to recover property taxes. This charge is not a tax or fee that the government requires AT&T to collect from Customers. The CAC will not apply to Federal, State or Local Government Accounts, or to any accounts identified in the billing systems of the Telephone Company as being exempt from application of the Federal Universal Service Fund (FUSF).

# Description

Transport services

- Optical Carrier Network (OCN) Point-to-Point Service
  - Gigabit Ethernet Metropolitan Area Network (GigaMAN)

  - Optical Ethernet Metropolitan Area Network (OPT-E-MAN)
- · Customized Switched Metropolitan Ethernet (CSME)
- 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN)
- BellSouth Metro Ethernet Service
- BellSouth Wavelength Channel Service
- High Capacity Service (LightGate SONET Service)

Cost Assessment Charge (CAC) Alabama Arkansas California Florida Georgia Illinois Indiana Kansas Kentucky Louisiana Michigan Mississippi Missouri Nevada North Carolina	Monthly Rate 7.00% 5.47% 7.00% 7.00% 0.00% 4.70% 4.87% 7.00% 0.00% 2.76% 7.00% 7.00% 7.00% 7.00% 7.00% 7.00%

(D) (D)