

AT&T INTERSTATE ACCESS GUIDEBOOK (Guidebook)

PART 3 - Provisions - Southeast
SECTION 1 - Section Not in Use

1st Revised Page 1

Section not in use.

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company

2.1.1 Scope

- (A) The Telephone Company does not undertake to transmit messages under this guidebook.
- (B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the service it provides.
- (C) The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this guidebook.
- (E) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this guidebook.

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.2 Limitations

(A) The customer may not assign or transfer the use of services provided under this guidebook, except as provided herein. Where there is no interruption of use or relocation of the services, such assignment or transfer may be made for all services, to:

- (1) Another customer whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any;

or

- (2) A court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment of transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer. Such acknowledgment shall be made within 15 days from the receipt of notification. All conditions and conditions contained in this guidebook shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

- (B) The use and restoration of services shall be in accordance with Part 64, Subpart D, and Part 64, Appendix A, of the Federal Communications Commission's Rules and Conditions, which specifies the priority system for such activities.
- (C) Subject to compliance with the rules mentioned in Section 2.1.2(B), the services offered herein will be provided to customers on a first-come, first-served basis.

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability

The following liability provisions apply for all services except BellSouth Virtual Expanded Interconnection Service. Liability provisions for BellSouth Virtual Expanded Interconnection arrangements are contained in Section 20.26 of BellSouth Telecommunications Tariff F.C.C. No. 1.

- (A) The Telephone Company's liability, if any, for its willful misconduct is not limited by this guidebook. With respect to any other claim or suit, by a customer, or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of Sections 2.1.3(B) through (H), the Telephone Company's liability shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this guidebook as a Credit Allowance for a Service Interruption.
- (B) The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- (C) The Telephone Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.
- (D) The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this guidebook, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
 - (2) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;
 - (3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this guidebook.

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

- (E) The Telephone Company shall be indemnified, defended and held harmless by the IC against any claim, loss or damage arising from the IC's use of services offered under this guidebook, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the IC's own communications;
 - (2) Claims for patent infringement arising from the IC's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;
 - (3) All other claims arising out of an act or omission of the IC in the course of using services provided pursuant to this guidebook.
- (F) The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.
- (G) No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this guidebook. The Telephone Company will defend the customer against claims of patent infringement arising solely from the services offered under this guidebook and will indemnify such customer for any damages awarded based solely on such claims.
- (H) The Telephone Company's failure to provide or maintain services under this guidebook shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in Section 2.4.4.

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.4 Provision of Services

The Telephone Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Telephone Company's Telephone Exchange Services, will provide to the customer upon reasonable notice services offered in other applicable sections of this guidebook at rates and charges specified therein.

In addition, the Telephone Company may discontinue certain Telephone Company services in geographic areas for which the Telephone Company has no customers subscribing to those services and has received no reasonable requests within the prior 30 days.

The Company may grandfather Services in certain geographic areas, subject to regulatory approval. Upon grandfathering, services will no longer be available for purchase by new or existing customers. In addition, requests to move, add, change, or renew existing service arrangements will not be accepted. Following the expiration of a customer's existing term agreement, service will be provided on a month-to-month basis at the applicable Monthly rates until the service is discontinued. For a list of impacted Services and geographic areas, please refer to Table G of the Discontinued Service Areas located at https://clec.att.com/clec_documents/unrestr/clec/common/PrimeAccess_Model-Discontinued_Service_Areas.xlsx.

2.1.5 Installation and Termination of Services

The Access Services provided under this guidebook (A) will include any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location inside a customer-designated premises and (B) will be installed by the Telephone Company to such Point of Termination. Each Access Service has only one Point of Termination per customer premises. Any additional terminations beyond such Point of Termination is the sole responsibility of the customer. The Point of Termination is an inherent part of Special Access (a.k.a. BellSouth SPA) services, therefore, the preceding does not preclude the customer's ability to have each Point of Termination moved, as set forth in Part 11, Sections 6.7.7 and 7.4.5 of BellSouth Telecommunications Tariff F.C.C. No. 1, for Special Access (a.k.a. BellSouth SPA) services, respectively.

2.1.6 Maintenance of Services

The services provided under this guidebook shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to F.C.C. Part 68 Conditions at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this guidebook, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Part 11, Section 7 or Part 13, Section 7. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service

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

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

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

- (1) The Telephone Company has within (7) business days of the subject bill date:
 - (a) Mailed via the United States Postal Service (USPS) to the customer the subject bill in paper or CDROM form, or
 - (b) Overnight service delivered to the customer the subject bill in Magnetic Tape form, or
 - (c) Electronically Transmitted to the customer the subject bill.

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

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

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

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

- (D) If the National Exchange Carrier Association, Inc. notifies the Telephone Company in writing that the Customer has failed to comply with Section 8 of National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5, including any Customer's failure to make payments on the date and time specified therein, the Telephone Company, may, on thirty days' written notice to the Customer by Certified U.S. Mail, take any of the following actions: - (1) refuse additional applications for service and/or (2) refuse to complete any pending orders for service and/or (3) discontinue the provision of existing service(s) to the Customer. In the case of discontinuance, all applicable charges, including termination charges, shall become due and payable to the Company in immediately available funds.

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.9 Reserved for Future Use

2.1.10 Notification of Service-Affecting Activities

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

2.1.11 Coordination with Respect to Network Contingencies

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

This includes developing plans for originating or terminating traffic associated with mass calling events directed to end users served from specific end offices. Where it is determined that such non-random calling generates problems on the Telephone Company's Common Transport network, the Telephone Company will work cooperatively with the customer to relieve the traffic congestion. Remedial measures may include isolation of the customer from the Telephone Company network in the impacted area for the duration of the problem or until the customer notifies the Telephone Company that the problem has been resolved.

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company

2.1.12 Provision and Ownership of Telephone Numbers

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

2.1.13 Metropolitan Statistical Area Access Services

For the Metropolitan Statistical Areas (MSAs) in which the Telephone Company has received Phase II pricing flexibility (pursuant to Subpart H of Part 69 of the Commission's Rules), Part 11, Section 23 and Part 13, Section 23 of this Guidebook governs the offering of service in these MSAs.

2.1.14 Reserved for Future Use

ACCESS SERVICE

2 - General Conditions

2.2 Use

2.2.1 Interference or Impairment

- (A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this guidebook shall not interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- (B) Except as provided for equipment or systems subject to the F.C.C. Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with Section 2.2.1(A), the Telephone Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, the credit allowance for service interruptions as set forth in Sections 2.4.4(A) and (B) is not applicable.

2.2.2 Unlawful Use

The service provided under this Guidebook shall not be used for an unlawful purpose.

This page included in Section reformatting project but does not reflect any substantive content changes.

ACCESS SERVICE

2 - General Conditions

2.2 Use (Cont'd)

2.2.3 Commingling

- (A) Except as provided in Section 51.318 of the Federal Communications Commission's rules, telecommunications carriers who obtain unbundled network elements (UNEs) or combinations of UNEs pursuant to a Statement of Generally Available Terms, under Section 252 of the Act, or pursuant to an interconnection agreement with the Telephone Company, may connect, combine, or otherwise attach such UNEs or combinations of UNEs to Access services purchased under this Guidebook except to the extent such agreement explicitly:
 - (1) prohibits such commingling; or
 - (2) requires the parties to complete the procedures set forth in the agreement regarding change of law prior to implementing such commingling.
- (B) The rates, terms, and conditions of this Guidebook will apply to the Access Services that are commingled. As clarification, but not to modify the foregoing sentence, any Access Services purchased pursuant to rates, terms or conditions provided in any agreement that modifies or varies from the rates, terms and conditions of this Guidebook are not available for commingling, except to the extent such agreement explicitly allows commingling.
- (C) UNEs or combinations of UNEs that are commingled with Access Services are not included in the shared use provisions of this Guidebook.

2.3 Obligations of the Customer

2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this guidebook caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

ACCESS SERVICE

2 - General Conditions

2.3 Obligations of the Customer (Cont'd)

2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Telephone Company to provide service under the provisions of this guidebook shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this guidebook at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Telephone Company services.

2.3.4 Availability for Testing

The services provided under this guidebook shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Balance

All signals for transmission over the services provided under this guidebook shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

ACCESS SERVICE

2 - General Conditions

2.3 Obligations of the Customer (Cont'd)

2.3.6 Design of Customer Services

Subject to the provisions of Section 2.1.7, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.7 References to the Telephone Company

The customer may, in response to direct customer inquiry, advise End Users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to End Users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services. Names of Telephone Company services and Service Marks or Trademarks owned by BellSouth Intellectual Property Corporation may not be used by any entity obtaining services pursuant to this guidebook except under an express, written, license agreement with the Telephone Company or BellSouth Intellectual Property Marketing Corporation.

ACCESS SERVICE

2 - General Conditions

2.3 Obligations of the Customer (Cont'd)

2.3.8 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this guidebook, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or demands including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this guidebook, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this guidebook; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.

2.3.9 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

2.3.10 Reserved for Future Use

2.3.11 Reserved for Future Use

2.3.12 Reserved for Future Use

ACCESS SERVICE

2 - General Conditions

2.3 Obligations of the Customer (Cont'd)

2.3.13 Sectionalization - Trouble Reporting

The customer will be responsible for reporting troubles, sectionalized to Telephone Company facilities and/or equipment. When troubles cannot be clearly sectionalized to the Telephone Company facilities and/or equipment, the Telephone Company will test cooperatively or independently to assist in trouble sectionalization.

Responsibility for payment of additional charges will apply as set forth in Part 4, Section 13.

2.3.14 Reserved for Future Use

2.3.15 Utilization of Alternative Access Providers

When the customer of record for an access service utilizes the service(s) of an alternative access provider, it will be the obligation of the customer to monitor the actions of the alternative access provider to insure that the customer's desired service interconnections and grades of service are maintained.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

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

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

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

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

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

- (B) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this guidebook attributable to services established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears.

Ordering and provisioning procedures may vary, and therefore Meet-Point rate elements and charges may not be applicable, when the other ILEC involved in the Meet-Point arrangement is an AT&T ILEC.

(1) Not in use

(2) Not in use

(3) Payment Due Date

- (a) All bills dated as set forth in BellSouth Telecommunications Tariff F.C.C. No. 1, Section 2.4.1(B)(2) for service, other than End User Access Service, provided to the customer by the Telephone Company are due on the payment due date. The payment due date is the date which is 31 days after the bill day, or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval except as provided herein, and are payable in immediately available funds. If such payment due date would cause the payment to be due on a Saturday, Sunday or federal observed Holiday (e.g., New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day), payment for such bills will be due from the customer as follows:

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

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(B) (Cont'd)

(3) Payment Due Date (Cont'd)

(a) (Cont'd)

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

- (b) Further, if any portion of the payment is received by the Telephone Company after the payment due date as set forth in Section 2.4.1(B) (3) (a), or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty may be due to the Telephone Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be simple interest at the rate of 1.5% per month (.0004931 per day) or 18% annually. The late payment for Federal Government customers shall be in compliance with the Federal Acquisition Conditions Clause 52.232-25 - Prompt Payment.

(c) Payment of Rates, Charges and Deposits

In the event of a billing dispute, the customer must submit a documented claim for the disputed amount. If the dispute is submitted on or before the payment due date or within 90 days after the payment due date and the disputed amount is paid prior to resolution of the dispute, any interest credits due the customer upon resolution of the dispute shall be calculated from the date of the overpayment to the resolution date. If the dispute is submitted more than 90 days after the payment due date and the disputed amount is paid prior to resolution of the dispute, any interest credits due the customer upon resolution of the dispute shall be calculated from the dispute date or the date the payment is made, whichever occurs later, to the resolution date. The Telephone Company will resolve the dispute and assess interest credits or late payment penalties to the customer as follows.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(B) (Cont'd)

(3) Payment Due Date (Cont'd)

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

If the dispute is resolved in favor of the Telephone Company and the customer has paid the disputed amount on or before the payment due date, no credits or late payment penalties will apply to the disputed amount.

If the dispute is resolved in favor of the Telephone Company and the customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty as set forth in (b) preceding.

If the dispute is resolved in favor of the customer and the customer has withheld the disputed amount, no credits or late payment penalties will apply to the disputed amount.

If the dispute is resolved in favor of the customer and the customer has paid the disputed amount, the customer will receive a credit from the Telephone Company for the disputed amount times a penalty factor as set forth preceding. The penalty factor shall be simple interest at the rate of 1.5% per month (.0004931 per day) or 18% annually.

- (C) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this guidebook will be prorated based on the number of days the customer had service during the billing period times 1/30th the monthly rate. Billing for service begins on the day following the date of installation and shall accrue through and including the day service is discontinued. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill, including information relative to the development of the subscriber line ratio.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

- (D) When a rate as set forth in this guidebook is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- (E) The Telephone Company and the customer shall work cooperatively to resolve the dispute.

If additional information from the customer would assist in resolving the dispute, the customer may be requested to provide additional information relevant to the dispute and reasonably available to the customer. This data may include, but is not limited to, usage data summarized by time of day. The request for such additional information shall not affect the dispute date established pursuant to Section 2.4.1(F).

- (F) When more than one copy of a customer bill for services provided under the provisions of this guidebook is furnished to the customer, an additional charge applies for each additional copy of the bill as set forth in Part 4, Section 13, paragraphs 13.4 and 13.5.
- (G) The dispute date is the date the customer presents sufficient documentation to support the claim. Sufficient documentation consists of the following information, where such information is relevant to the dispute and reasonably available to the customer:

(1) Special Access (a.k.a. BellSouth SPA)

- The nature of the dispute (i.e., incorrect rate, incorrect circuit type etc.), including the basis for the customer's belief that the bill is incorrect
- The billing account number(s) assigned by the Telephone Company
- The amount of money in dispute
- The date of the bill in dispute

- (H) For purposes of Section 2.4.1(B)(3)(c), the resolution date is the date on which the Telephone Company completes the investigation of the dispute, and the Telephone Company's service representative notifies the customer of the disposition and notes the customer's account or when the Telephone Company forwards the amount of credit to the customer, depending upon customer preference.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

- (I) At the option of the customer, all nonrecurring charges associated with a Standard or Negotiated Interval Access Order may be billed over a three month period subject to the following:
- 50% of the total nonrecurring charges will be billed in the first monthly billing period after the charges are incurred, and 25% of the total nonrecurring charges plus an Extended Billing Plan Charge will be billed in each of the following two monthly billing periods.
 - The Extended Billing Plan Charge is calculated at a rate of 1.0% per month or 12% annually, on the remaining balance of the nonrecurring charges.
 - The customer must request extended billing on or before the Application Date, as set forth in Part 3, Section 5, paragraph 5.1.1, for a Standard or Negotiated Interval Access Order.
 - If the customer disconnects service before the expiration of the plan period, all unbilled charges plus the Extended Billing Plan Charge, if applicable, will be included in the final bill rendered.
 - If the customer fails to make any of the payments on the payment due date as set forth in Section 2.4.1(B)(3)(a), late payment charges as specified in Section 2.4.1(B)(3)(b) will apply.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

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

<u>Jurisdiction</u>	<u>Tax Factors</u>
State of Kentucky (Gross Revenues Tax Surcharge)	1.31%
Georgia municipalities listed below	3.00%
Atlanta	
Macon	
South Carolina municipalities listed below	1.00%
Aiken	Chapin
Allendale	Charleston
Anderson	Cheraw
Arcadia Lakes	Clemson
Bamberg	Clinton
Barnwell	Clio
Batesburg/Leesville	Clover
Belton	Columbia
Bennettsville	Cope
Blacksburg ⁽¹⁾	Cordova
Blenheim	Cowpens
Blythewood	Darlington
Burnettown	Denmark
Calhoun Falls	Dillon
Camden	Duncan
Carlisle	Easley ⁽¹⁾
Cayce	Eastover
Central	Edgefield
Central Pacolet	Edisto Beach

(1) Effective in this jurisdiction on April 1, 2009.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(J) (Cont'd)

<u>Jurisdiction</u>	<u>Tax Factors</u>
South Carolina municipalities listed below (Cont'd)	1.00%
Elgin	Myrtle Beach
Florence	New Ellenton
Folly Beach	Newberry
Forest Acres	Nichols
Fountain Inn	Norris
Gaston	North Augusta
Goose Creek	North Charleston
Govan	Orangeburg
Greenville	Pacolet
Greer	Peak
Hanahan	Pelzer
Hartsville	Pendleton
Hickory Grove	Pickens
Hilda	Pine Ridge
Hollywood	Pomaria
Honea Path	Prosperity
Irmo	Quinby
Isle of Palms	Ravenel
Iva	Reevesville
Johnston	Reidville
Jonesville	Ridgeland
Kiawah Island	Ridgeville
Lake View	Rowesville
Landrum	Salem
Latta	Salley
Lexington	Seabrook Island
Liberty	Sellers
Lincolnton	Seneca
Little Mountain	Sharon
Lyman	Six Mile ⁽¹⁾
Marion	Smyrna
Mauldin	Snelling
McColl	Society Hill
McConnells	South Congaree
Monetta	Spartanburg
Mt. Pleasant	Springdale
Mullins	Springfield

(1) The tax will become effective February 1, 2009.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(J) (Cont'd)

<u>Jurisdiction</u>	<u>Tax Factors</u>
South Carolina municipalities listed below (Cont'd)	1.00%
St. George	Walhalla
Stuckey	Wellford ⁽¹⁾
Sullivan's Island	West Columbia
Summerville	West Pelzer
Tatum	West Union
Timmonsville	Westminister
Travelers Rest	Whitmire
Trenton	Williamston
Ulmer	York
Union	

(1) Effective in this jurisdiction on April 1, 2009.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except where otherwise stated for services in this guidebook.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable whether the service is used or not as follows:

Broadband Services found in Part 11

- (A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.

BDS Services found in Part 13

- (A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
- (B) Except for High Capacity (a.k.a. BellSouth SPA High Capacity) Individual Case Basis (ICB) services and associated channelization listed in Part 11, Section 7 or Part 13, Section 7, or in Section 12 of BellSouth Telecommunications F.C.C. Tariff No. 1, when a service with a minimum period greater than one month⁽¹⁾ is discontinued prior to the expiration of the minimum period, the applicable charge will be the lesser of (1) the Telephone Company's total nonrecoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period. For High Capacity (a.k.a. BellSouth SPA High Capacity) Individual Case Basis Services the applicable charge is specified in the Individual Case Basis filing.
- (C) When a customer requests the complete termination of a Special Access (a.k.a. BellSouth SPA) Voice Grade (a.k.a. BellSouth SPA DSO VG) Rate Stability Plan prior to the expiration date of the selected service commitment period, a Termination Liability Charge as specified in Part 13, Section 7, paragraph 7.4.13.5(B) will apply.
- (D) For Special Access (a.k.a. BellSouth SPA) DS1 (a.k.a. BellSouth SPA DS1) service provided under a Federal Government Transport Plan (FGTP) arrangement, minimum period charges are as set forth in Part 11, Section 10.6.1(F).

(1) Effective January 17, 2024, minimum periods of greater than one month for SMARTPath Service (a.k.a. BellSouth SPA DS1 Shared Ring), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), and BellSouth DS1 Diverse Service no longer apply.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an Access Order for Special Access service, (a.k.a. BellSouth SPA) are set forth in Part 3, Section 5 of this guidebook.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

(8) Reserved For Future Use

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

(8) (Cont'd)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

(8) (Cont'd)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.5 Reestablishment of Service Following Fire, Flood or Other Occurrence

(A) Nonrecurring Charges Do Not Apply

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

- (1) The service is of the same type as was provided prior to the fire, flood or other occurrence.
- (2) The service is for the same customer.
- (3) The service is at the same location on the same premises.
- (4) The reestablishment of service begins within 60 days after Telephone Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period.)

(B) Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premises pending reestablishment of service at the original location.

2.4.6 Title or Ownership Rights

The payment of rates and charges by customers for the services offered under the provisions of this guidebook does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Billing of Access Service Provided by Multiple Companies

The Telephone Company will adhere to the standards for billing of access service by multiple companies that are set forth in reference documents Ordering and Billing Forum: Multiple Exchange Carrier Access Billing (MECAB) and Ordering and Billing Forum: Multiple Exchange Carrier Ordering and Design (MECOD).

(A) Not in use

(B) Single Bill Arrangements

(1) General

If agreed to by the Exchange Telephone Companies involved in the provision of the service, single bill arrangements will be provided for Special Access.

In the event that the Exchange Telephone Companies involved agree to change from one billing arrangement to another, the customer will be notified at least 30 days prior to the effective date of such change.

(2) Ordering

The customer shall place its access service request with each Exchange Telephone Company involved in the provision of the service.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Billing of Access Service Provided by Multiple Companies (Cont'd)

(B) Single Bill Arrangements (Cont'd)

(3) Rating and Billing of Service

The billing company will be as agreed to by the Exchange Telephone Companies involved in the provision of the service. The single bill arrangement may be provided under the following single bill alternatives if agreed to by such companies:

- (a) The billing company will bill and collect all appropriate charges in accordance with the Conditions, rates and charges in its Access Service guidebook, or
- (b) The billing company will bill and collect all appropriate charges in accordance with the rates and charges in its access guidebook, for the portion of the service it provides, and in accordance with the rates and charges of the access guidebooks of the other Exchange Telephone Companies involved, for the portion of the service which they provide, with the exception that the billing company's billing Conditions, (Conditions regarding deposits, late payments, late payment penalties, disputes, interest credits, and extended billing), shall apply. The Interconnection charge of the end office Telephone Company will apply. The bill will separately identify each company's rates and charges, or
- (c) The billing company will bill and collect all appropriate charges in accordance with the rates and charges in the access guidebooks of the other involved Exchange Telephone Companies, as forwarded to it by such companies for the portion of the service they provide, and in accordance with the rates and charges in its own access guidebook for the portion of the service it provides. The Interconnection charge of the end office Telephone Company will apply. The bill will separately identify each company's rates and charges.

For 2.4.7(B) (3) (b) and (c) above, the charges billed for the portion of service provided by this Telephone Company are determined as set forth in 2.4.7(C) (3) (a), (b) and (c). For 2.4.7(B) (3) (a) above, for nonrecurring charges, 100% of this Telephone Company's charge shall apply.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Billing of Access Service Provided by Multiple Companies (Cont'd)

(C) Multiple Bill Arrangements

(1) General

Separate bills will be rendered by the exchange telephone companies for Special Access if the administration of a single bill arrangement, as set forth in Section 2.4.7(B), is not agreed upon by the companies involved. In the event that the exchange telephone companies involved agree to change from one billing arrangement to another, the customer will be notified at least 30 days prior to the effective date of such change.

(2) Ordering

The customer shall place its access service request with each exchange telephone company involved in the provision of the service.

(3) Rating and Billing of Service

Each company will provide its portion of the Access Service based on the conditions, rates and charges contained in its Access Service guidebook, subject to the following rules, as appropriate:

- (a) The charges billed by this company for mileage sensitive rate elements, e.g., Special Access Service Interoffice Channel, are determined as follows:
 - (i) The total mileage for the service is computed using V&H Coordinate Method set forth in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.
 - (ii) A billing factor is determined directly from National Exchange Carrier Association, Inc. Tariff F.C.C. NO. 4.
 - (iii) This company's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for this company.

An example of this methodology is shown in Section 2.4.7(C) (3) (b) (v).

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Billing of Access Service Provided by Multiple Companies (Cont'd)

(C) Multiple Bill Arrangements (Cont'd)

(3) Rating and Billing of Service (Cont'd)

(b) The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved:

- (i) When rates and charges are listed on a per point of termination basis, this company's rates will be billed for the termination(s) within this company's operating territory.
- (ii) When rates and charges are listed on a per unit basis, e.g., central office bridging or channelization, this company's rates and charges will apply for units located in this company's operating territory.
- (iii) Not in use
- (iv) When rates and charges are listed on a per service basis, this company's rates and charges are allocated based upon the ratio of points on the access circuit that this company owns, in relation to the total number of points on the circuit.
- (v) For Special Access Interoffice Channel fixed rates, 50% of this company's rate will apply for each end of the Interoffice Channel that this company provides.

For example:

If the Interoffice Channel fixed rate is \$11.80, and this company provides only one end of the Interoffice Channel, the rate would be 50% of \$11.80, or \$5.90.

If this company does not provide either end of the Interoffice Channel, this company's Interoffice Channel fixed rate shall not apply.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Billing of Access Service Provided by Multiple Companies (Cont'd)

(C) Multiple Bill Arrangements (Cont'd)

(3) Rating and Billing of Service (Cont'd)

- (c) For nonrecurring charges, 100% of this company's charge shall apply; provided, however, that for installation charges pursuant to Section 6.8.1(E), only 50% of this Company's installation charges will apply where, for trunk installations this Telephone Company owns neither the involved end office or access tandem, or for line side installations this Company does not own the Feature Group A dial tone office.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans

(A) Channel Services Payment Plan

(1) General

- (a) The conditions specified herein are applicable only to specific special access services as indicated in the rate conditions for such services in Part 11, Section 7 and Part 13, Section 7 of this guidebook.
- (b) The terms of this Channel Services Payment Plan (CSPP) apply to such specific special access services except as noted in the rate conditions for the given service.
- (c) The CSPP allows customers to pay stabilized monthly rates for fixed service periods selected by the customer. The five payment plans offered are Plans A, B, C and Plans 1 and 2. The applicable payment plans for a particular service are set forth in the Rate Conditions section applicable to that service.

The service period for each plan is shown below.

- Payment Plan D, 12 Month⁽⁶⁾ term plan.
- Payment Plan A, service periods may be selected from 24 months to 48 months in length^{(2) (3) (4) (5)}
- Payment Plan B, service periods may be selected from 49 months to 72 months in length^{(2) (3)}
- Payment Plan C, service periods may be selected from 73 months to 96 months in length^{(1) (2) (3)}
- Payment Plan 1, service periods may be selected from 12 months to 36 months in length⁽³⁾
- Payment Plan 2, service periods may be selected from 37 months to 60 months in length⁽³⁾

As of August 23, 1996, new LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) system installations must be ordered under Transport Payment Plan (TPP) arrangements as specified in Section 2.4.8(D).

See footnotes (1), (2), (3), (4), (5), and (6) on following page.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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

(1) General (Cont'd)

Footnotes

- (1) Effective May 15, 2015, Plan C commitment periods of 74 to 96 months will no longer be available for new CSPPs. A Plan C commitment period of 73 months will continue to be available for new CSPPs. There is no change for existing CSPPs.
- (2) Effective on September 13, 2017, CSPPs greater than 36-months are no longer available for High Capacity (a.k.a. BellSouth SPA High Capacity DS1 (a.k.a. BellSouth SPA DS1)) service and SMARTPath Service (a.k.a. BellSouth SPA DS1 Shared Ring), and CSPPs are no longer available for Metallic (a.k.a. BellSouth SPA Metallic), Telegraph Grade (a.k.a. BellSouth SPA Telegraph), Voice Grade (a.k.a. BellSouth SPA VG), WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines), Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel), Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data) and BellSouth SPA Customer Network Management (CNM) - FlexServ Service, including for any otherwise available renewals or conversions. Circuits already subject to a CSPP, as of September 13, 2017, will continue to be provided under the then-current CSPP term for the remainder of that term.
- (3) Effective on August 21, 2018, AT&T will no longer offer term plans longer than 36 months, including any renewals, extensions or conversions of existing term commitments for LightGate BellSouth SPA Point to Point Network and SMARTRing BellSouth SPA Dedicated Ring.
- (4) See Footnote on Page 54.1 for CSPP Term Availability.
- (5) Effective December 1, 2023, CSPPs of 24 months for High Capacity (a.k.a. BellSouth SPA High Capacity DS1 (a.k.a. BellSouth SPA DS1)) are no longer available, including for any otherwise available conversions. Circuits already subject to CSPPs, as of December 1, 2023, will continue to be provided under the then-current term for the remainder of that term.
- (6) Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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

(1) General (Cont'd)

- (d) When the customer renews a CSPP arrangement under Section 2.4.8(A) (7) (d) and the sum of months is greater than the number of months for which the service is available under a CSPP, the current rates for the longest payment plan available for that service will apply. At the expiration of existing CSPP arrangements for LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) customers must renew the service under a TPP arrangement as described under Section 2.4.8(D). Renewals of CSPP arrangements are not permitted.
- (e) When the customer orders service to be provided under a CSPP arrangement, the customer must designate to the Telephone Company the payment plan and the service period desired, e.g. Plan C and 84 Months.^{(1) (2)}
- (f) Rates stabilized under a CSPP arrangement are exempt from Telephone Company initiated increases, however, decreases for any rate element will automatically be reflected in the rates charged to the customer.
- (g) At the expiration of existing Channel Services Payment Plan (CSPP) arrangements for LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) customers must renew the service under a TPP arrangement as described under Section 2.4.8(A) (7) (d). If the customer does not elect to either discontinue service or renew under a new TPP arrangement, service will be continued under month-to-month rates.
- (h) Renewals for existing CSPP arrangements will not be available for LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) system installation on or after August 23, 1996. New LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) system installations on or after August 23, 1996, must be ordered under TPP arrangements.

(1) Effective on August 21, 2018, AT&T will no longer offer term plans longer than 36 months, including any renewals, extensions or conversions of existing term commitments for LightGate BellSouth SPA Point to Point Network and SMARTRing BellSouth SPA Dedicated Ring.

(2) Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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

(2) Application of Rates

- (a) The stabilized monthly recurring rates applicable are those set forth in this guidebook for the particular 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 the customer desires a service date later than as provided in Section 2.4.8(A)(2)(a), the stabilized monthly recurring rates in effect at the time of the actual service date are applicable.

(3) Additions

- (a) Additions of services or rate elements, for activating spare or unused capacities of a service under a CSPP arrangement, must be activated at the same stabilized monthly recurring rates specified under the existing CSPP arrangement except for Sections 2.4.8(A)(3)(b) and 3(c).
- (b) LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) CSPP customers must activate spare or unused channel interfaces under the same stabilized monthly recurring rates specified under the existing CSPP arrangement.
- (c) Increases in capacity of LightGate (a.k.a. BellSouth SPA Point to Point Network) systems and/or SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) channels and/or nodes are permitted under CSPP. Such changes may be made by converting the CSPP arrangement to a TPP arrangement as specified in Section 2.4.8(D). When a LightGate system (a.k.a. BellSouth SPA Point to Point Network) and/or a SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) channel and/or node is added to an existing CSPP arrangement, the payment plan will convert to a TPP arrangement as specified in Section 2.4.8(D).

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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

(4) Disconnects

- (a) When a service or rate element, included under a CSPP arrangement, is disconnected prior to expiration of the selected service period, termination liability charges apply as set forth in the rate conditions in this guidebook for such service. Remaining services or rate elements will not be affected by such disconnections.
- (b) When a guidebook service under a CSPP arrangement is disconnected prior to the expiration of a selected service period as a result of a customer requested change to a higher order of a separately guidebook service at the same location, termination liability charges will not apply when:
 - (1) the completed service period is 12 months, or 25% of the length of the originally selected CSPP service period, whichever is greater, and
 - (2) the service period of the new CSPP arrangement for the higher order of service is equal to or longer than the remaining service period of the disconnected arrangement, and
 - (3) the service orders to install the new higher order of service and disconnect the old service are related together and received by the Telephone Company at the same time, and there is no lapse in service between installation of the higher order of service and disconnection of the existing service, and

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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

(4) Disconnects (Cont'd)

(b) (Cont'd)

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

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

1. Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) Services
2. DS0 (a.k.a. BellSouth SPA DSO Digital Data) Services
3. DS1 (a.k.a. BellSouth DPA DS1) Services following)
4. SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring)
5. LightGate service (a.k.a. BellSouth SPA Point to Point Network)
6. BellSouth SPA Managed Shared Network Service
7. SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring)
8. SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network)/BellSouth Managed Shared Ring service
9. SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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

(5) Moves of Service Under CSPP

- (a) Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply as stated in BellSouth Telecommunications Tariff F.C.C. No. 1, Section 7.4.5, except as provided in Section 2.4.8(A) (5) (c).
- (b) Moves of service within the same building, where otherwise permissible under the provisions of this guidebook, will not constitute a disconnection of service for purposes of the application of termination liability charges. Nonrecurring charges specified in BellSouth Telecommunications Tariff F.C.C. No. 1, Section 7.4.5 are applicable.
- (c) Termination Liability Charges will not apply to customer requests for moves of service to a different building subject to the following conditions:
 - Moves of other CSPP services are subject to the conditions included in BellSouth Telecommunications Tariff F.C.C. No. 1, Section 7.4.5.
 - The original and new premises locations must be in Telephone Company territory within the same state.
 - The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
 - No lapse in billing will occur for moves of service under CSPP.
 - Orders to disconnect the existing service and reestablish it at the new location must be related together and received by the Company at the same time.
 - Any rate elements or quantities for local channels, interoffice channels, and/or optional features and functions from the original location that are not reestablished at the new location will be subject to applicable Termination Liability Charges.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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

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

(c) (Cont'd)

- Any additions made at the new location will be handled in accordance with Section 2.4.8(A)(3).
- All conditions and charges for changes made to the service coincident to the move will apply.
- All appropriate nonrecurring charges for moves of service, as specified in BellSouth Telecommunications Tariff F.C.C. No. 1, Section 7.4.5, will apply.
- Moves of service that involve a change from interstate to intrastate jurisdiction 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 or guidebook which is equal to or greater than the remaining contract period.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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

(6) Requests for Changes in Length of Service Period

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

- No credit will be given for payments made under the original CSPP arrangement, except for credits allowed under Section 2.4.8(A)(9)(a) of this guidebook.
- The service period selected for the new CSPP arrangement begins on the new CSPP effective date but not later than the expiration date of the CSPP being replaced.
- Nonrecurring charges will not be reapplied for existing services.
- If the new CSPP arrangement has a service period shorter in length than the time remaining under the service period for the existing CSPP arrangement, the change to the new CSPP arrangement constitutes a disconnection of the existing CSPP arrangement for which termination liability charges apply.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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

(7) Renewal Options

- (a) When a service period under an existing CSPP arrangement is completed, the customer may select a new CSPP arrangement at rates and charges in effect on the first day of service under the new CSPP 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 CSPP arrangement, service will be continued under month-to-month rates.
- (b) Any new services added to a customer's network or changes to existing services at the time of renewal will be subject to all appropriate nonrecurring charges.
- (c) When a customer renews a CSPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
- (d) Recognition of previous service will be given to customers who renew an existing CSPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new CSPP arrangement is equal to or greater than the remaining service period of the original CSPP arrangement. Recognition of previous service will be given to LightGate and/or SMARTRing CSPP customers who convert to TPP⁽¹⁾ arrangements, as described in Section 2.4.8(D), provided the customer is the original customer of record at the time of transfer.
- (e) Recognition of previous service will be given to month-to-month customers with a service date of January 1, 1992, or later who convert to a CSPP arrangement, provided the minimum service period has been met. For customers whose service date is January 1, 1992 or earlier, recognition will be given for the previous service back to January 1, 1992. For customers whose service date is later than January 1, 1992, recognition for the previous service will be given back to the actual service date.

⁽¹⁾ Effective on August 21, 2018, AT&T will no longer offer term plans longer than 36 months, including any renewals, extensions or conversions of existing term commitments for LightGate BellSouth SPA Point to Point Network and SMARTRing BellSouth SPA Dedicated Ring.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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

(7) Renewal Options⁽¹⁾ (Cont'd)

- (f) To determine the appropriate CSPP Payment Plan for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of months of the proposed service period of the CSPP arrangement. For example, a CSPP arrangement for a 36 month service period under Plan A is renewed for 24 months with no changes at the end of the 36-month period. The sum of months for the completed and proposed service periods would equal 60 months and would be billed under Payment Plan B.

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

(8) Transfer of Service

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

(1) Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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

(9) Prepayment

- (a) Effective October 15, 2005, prepayment is not available for new CSPP arrangements.
- (b) Upon entering into a CSPP arrangement, the customer may prepay the outstanding recurring monthly rates in whole or in part for all rate elements included in the CSPP arrangement. The Telephone Company retains full ownership for services in accordance with Section 2.4.6. The following conditions apply:
 - A prepayment allowance will be applied to the amount prepaid for each given month equal to 0.6666% per month compounded monthly for the number of months the payment is advanced.
 - The customer may elect the percentage of the monthly rates to be prepaid, provided however, the same percentage shall apply to all rate elements included in the CSPP arrangement for all months remaining in the service period.
 - This same prepayment percentage will apply in the event the customer adds services to an existing CSPP arrangement subsequent to the establishment of the service.
 - When a customer who has prepaid recurring monthly rates replaces the existing CSPP arrangement with a new CSPP arrangement, the customer will be credited with that portion of the prepayment amount, representing a prepayment of the monthly recurring rates remaining in the existing CSPP arrangement.
 - Customers who prematurely disconnect will have termination liability charges deducted from the unused prepaid balance. The remaining prepaid balance, if any, will be credited to their bill.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(B) Area Commitment Plan (ACP) ⁽¹⁾

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

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

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

- (1) 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.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(B) Area Commitment Plan (ACP)⁽³⁾ (Cont'd)

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

- ACP A, commitment periods may be selected from 24 months to 48 months in length^{(2) (3)}
- ACP B, commitment periods may be selected from 49 months to 72 months in length^{(1) (2)}

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

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

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

- (1) Effective May 15, 2015, Plan B commitment periods of 61 to 72 months will no longer be available. Plan B commitment periods from 49 to 60 months will continue to be available for new ACPs. There is no change for existing ACPs.
- (2) Effective on September 13, 2017, ACPs greater than 36-months for special access services are no longer available, including for any otherwise available conversions. Circuits already subject to an ACP greater than 36-months, as of September 13, 2017, will continue to be provided under the then-current ACP term for the remainder of that term.
- (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.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(B) Area Commitment Plan (ACP) ⁽²⁾ (Cont'd)

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

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

If the number of in-service rate elements is less than the commitment level, a shortfall charge will apply. The shortfall charge will be equal to the difference between the Customer's commitment level and the number of in-service rate elements of the relevant type (Local Channel, Multiplexer or Channel Mileage); multiplied by 50 percent of the ACP rate applicable to each rate element to which a shortfall charge is applied. To calculate shortfall charges, the Telephone Company will apply the ACP Plan B, Price Cap Zone 2 rate that is in effect on the billing date for the appropriate commitment period, i.e., the ACP rate that is effective at the end of each month for which the credit/shortfall calculations are performed.⁽¹⁾

- (1) As specified in BellSouth Telecommunications Tariff F.C.C. No. 1, Section 7.4, the Price Flex Zone 2 rate, as specified in Part 13, Section 23, of this Guidebook will be used for calculation of shortfall charges associated with multiplexing and mileage rate elements for special access transport, as the Price Cap Zone 2 rate is no longer in effect and a Price Flex rate now applies.
- (2) 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.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(B) Area Commitment Plan (ACP)⁽¹⁾ (Cont'd)

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

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

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

The Customer may add or disconnect services as desired, subject to the minimum service periods set forth in Part 13, Section 7, paragraph 7.4.4 for special access services and subject to applicable nonrecurring charges. Credits for services under an ACP will be made at the circuit level.

(1) 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.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(B) Area Commitment Plan (ACP) ⁽²⁾ (Cont'd)

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

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

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

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

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

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

(1) (DELETED)

(2) 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.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(C) Reserved For Future Use

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(C) Reserved For Future Use (Cont'd)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(C) Reserved For Future Use (Cont'd)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(C) Reserved For Future Use (Cont'd)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(C) Reserved For Future Use (Cont'd)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(C) Reserved For Future Use (Cont'd)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(C) Reserved For Future Use (Cont'd)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(C) Reserved For Future Use (Cont'd)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (TPP) ^{(7) (8)}

(1) General

- (a) The conditions and terms specified herein are applicable only to LightGate^{(1) (4)} (a.k.a. BellSouth SPA Point to Point Network), SMARTRing^{(2) (4)} (a.k.a. BellSouth SPA Dedicated Ring), BellSouth DS1 Diverse service, BellSouth Metro Ethernet Service⁽³⁾, BellSouth Wavelength Dedicated Ring service and BellSouth Wavelength Channel service as indicated in the rate conditions in Part 11, Sections 7 and 29, and Part 13, Section 7 of this guidebook.
- (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, ^{(1) (2) (3) (7) (8)} service periods may be selected from 12 months to 36 months in length
 - Payment Plan B, ^{(1) (2) (3) (4) (6)} service periods may be selected from 37 months to 60 months in length
 - Payment Plan C, ^{(1) (2) (3) (4) (5) (6)} service periods may be selected from 61 months to 96 months in length

See following page for footnotes.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (TPP) (Cont'd)

(1) General (Cont'd)

Footnotes

- (1) All term plans for LightGate service which are established, renewed or extended after November 9, 2013, for term lengths which are scheduled to expire at any time after December 31, 2017, will instead expire on December 31, 2017. All such services existing on or after December 31, 2017, will be provided on a month-to-month basis at the applicable, then current month-to-month rates.
- (2) All term plans for SMARTRing® Service which are established, renewed or extended after November 9, 2013, for term lengths which are scheduled to expire at any time after February 1, 2019, will instead expire on February 1, 2019. All such services existing on or after February 1, 2019, will be provided on a month-to-month basis at the applicable, then current month-to-month rates.
- (3) All term plans for BellSouth Metro Ethernet Service which are established, renewed or extended after November 9, 2013, for term lengths which are scheduled to expire at any time after October 1, 2018, will instead expire on October 1, 2018. All such services existing on or after October 1, 2018, will be provided on a month-to-month basis at the applicable, then current month-to-month rates. Notwithstanding anything to the contrary in the previous two sentences, this footnote does not apply to any term plans established, renewed or extended after October 20, 2016.
- (4) Effective on August 21, 2018, AT&T will no longer offer term plans longer than 36 months, including any renewals, extensions or conversions of existing term commitments for LightGate BellSouth SPA Point to Point Network and SMARTRing BellSouth SPA Dedicated Ring.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (TPP) ⁽²⁾ ⁽³⁾ (Cont'd)

(1) General (Cont'd)

- (c) Conversions of existing CSPP arrangements for LightGate⁽¹⁾ (a.k.a. BellSouth SPA Point to Point Network), SMARTRing⁽¹⁾ (a.k.a. BellSouth SPA Dedicated Ring), BellSouth DS1 Diverse service(s) to a TPP arrangement must be initiated by the customer.
- (d) For conversions to the TPP arrangement, the number of months under the TPP arrangement must equal or exceed the number of months remaining under the CSPP arrangement.
- (e) Termination liability charges and nonrecurring charges will not apply when a CSPP customer converts to a TPP arrangement.
- (f)
- (g) When the customer orders service to be provided under a TPP arrangement, the customer must designate to the Telephone Company the payment plan desired.
- (h) Rates stabilized under a TPP arrangement are exempt from Telephone Company initiated increases, however, decreases for any rate element will automatically be reflected in the rates charged to the customer.
- (i) Conversions of LightGate⁽¹⁾ (a.k.a. BellSouth SPA Point to Point Network), BellSouth DS1 Diverse and/or SMARTRing⁽¹⁾ (a.k.a. BellSouth SPA Dedicated Ring) TPP arrangements to a higher order of CSPP service are allowed.

- (1) Effective on August 21, 2018, AT&T will no longer offer term plans longer than 36 months, including any renewals, extensions or conversions of existing term commitments for LightGate BellSouth SPA Point to Point Network and SMARTRing BellSouth SPA Dedicated Ring.
- (2) 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.
- (3) Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (TPP) ⁽²⁾ ⁽³⁾ (Cont'd)

(2) Application of Rates

- (a) The stabilized monthly recurring rates as set forth in Part 11, Sections 7, 28 and 29, and Part 13, Section 7 are set as of the Application Date for LightGate⁽¹⁾ (a.k.a. BellSouth SPA Point to Point Network), BellSouth DS1 Diverse service, BellSouth Metro Ethernet Service, BellSouth Wavelength Dedicated Ring service, BellSouth Wavelength Channel service and/or SMARTRing⁽¹⁾ service (a.k.a. BellSouth SPA Dedicated Ring), provided that the actual service date does not exceed the later of the following:

- (1) the Service Date under a standard service interval, or
- (2) the earliest date by which service can be made available to the customer by the Telephone Company.

- (b) If the customer desires a service date later than as provided in Section 2.4.8(D) (2) (a), the stabilized monthly recurring rates in effect on the service date are applicable.

(3) Additions

- (a) Additions of services or rate elements to BellSouth DS1 Diverse service to activate spare or unused capacities, must be activated under the same rate plan as the existing TPP arrangement. LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) channel interfaces must be activated as set forth in Part 11, Section 7, and Part 13, Section 7

- (1) Effective on August 21, 2018, AT&T will no longer offer term plans longer than 36 months, including any renewals, extensions or conversions of existing term commitments for LightGate BellSouth SPA Point to Point Network and SMARTRing BellSouth SPA Dedicated Ring.
- (2) 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.
- (3) Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), BellSouth SPA Diverse Service and LightGate Systems (a.k.a. BellSouth SPA Point to Point Network), are no longer available, including for any otherwise available conversions. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (TPP) ⁽¹⁾ ⁽²⁾ (Cont'd)

(4) Disconnects

- (a) Except as provided in Sections 2.4.8(D)(4)(b) through (f), when a BellSouth DS1 Diverse service, LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) rate element is disconnected prior to being in service for a 12-month period, (e.g., the minimum term for a Plan A TPP), the termination liability charge will be derived by multiplying the difference in rates between the current month-to-month rate and the rate for the TPP arrangement selected. For example, a customer subscribes to a TPP for 24 months (Plan A) and terminates service after 10 months. The termination liability charge will be applied by multiplying the number of months in service (10) by the difference between the month-to-month and Plan A monthly rates. With the exception of Renewal Options in Section 2.4.8(D)(7), a four month minimum service period for BellSouth DS1 Diverse service, BellSouth Metro Ethernet Service, LightGate (a.k.a. BellSouth SPA Point to Point Network), and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) will be applicable and all month-to-month conditions will apply.

When a BellSouth DS1 Diverse service, LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Metro Ethernet Service or SMARTRing service (BellSouth SPA Dedicated Ring) TPP customer disconnects a rate element prior to the 12 month TPP minimum, all current month-to-month nonrecurring charges associated with the LightGate (a.k.a. BellSouth SPA Point to Point Network) system, BellSouth Metro Ethernet Service or the SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) ring level rate elements will apply. Also, for SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) channel interfaces installed on or after December 2, 1997, the current month-to-month nonrecurring charges will apply for rate elements disconnected prior to the 12-month TPP minimum.

- (1) 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.
- (2) Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (TPP) ⁽¹⁾ ⁽²⁾ (Cont'd)

(4) Disconnects (Cont'd)

(a) (Cont'd)

Except as provided in Sections 2.4.8(D)(4)(c) through (g), when a BellSouth Wavelength Dedicated Ring Service TPP customer disconnects a rate element, the termination liability shall equal the number of months remaining in the rate stabilized service period times sixty percent of the monthly rates. Also, for rate elements disconnected prior to the 12 month TPP minimum, all current month-to-month nonrecurring charges associated with the BellSouth Wavelength Dedicated Ring Service will apply.

Except as provided in Sections 2.4.8(D)(4)(c) through (g), when a BellSouth Wavelength Channel Service TPP customer disconnects a rate element, the termination liability shall equal the number of months remaining in the rate stabilized service period times sixty percent of the monthly rates. Also, for rate elements disconnected prior to the 12 month TPP minimum, all current month-to-month nonrecurring charges associated with the BellSouth Wavelength Channel service will apply.

- (1) 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.
- (2) Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (TPP) ^{(1) (2)} (Cont'd)

(4) Disconnects (Cont'd)

(a) (Cont'd)

Migration to AT&T Dedicated Ethernet Service

Customers subscribing to BellSouth Wavelength Channel Service may migrate to AT&T Dedicated Ethernet provided by the Telephone Company without incurring termination liability, subject to the following conditions:

- (1) The new AT&T Dedicated Ethernet and the existing BellSouth Wavelength Channel service must be billed to the same customer of record at the same customer locations.
 - (2) The customer's existing service must have been in place for at least 12 months.
 - (3) The minimum term for the new service must be at least 12 months and must be equal to or greater than the number of months remaining in the customer's existing Term Payment Plan (TPP) term.
 - (4) The speed (capacity/bandwidth) of the new service must be equal to or greater than that of the existing service.
 - (5) The customer must issue a disconnect order for the replaced BellSouth Wavelength Channel service to be effective within 90 days after the AT&T Dedicated Ethernet installation date. The disconnect order and new orders must be coordinated through the Telephone Company.
 - (6) If overlapping service is required, the period will be limited to not more than 90 days and billing will apply to both services during the time both services are available.
- (1) 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.
 - (2) Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (TPP) ^{(1) (2)} (Cont'd)

(4) Disconnects (Cont'd)

(a) (Cont'd)

BellSouth DS1 Diverse service rate elements are defined as Local and Interoffice Channels. LightGate system (a.k.a. BellSouth SPA Point to Point Network) rate elements are defined as LightGate (a.k.a. BellSouth SPA Point to Point Network) service Local and Interoffice Channel Systems including SAFT Levels I and II. SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) service ring level rate elements are defined as following: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node. BellSouth Wavelength service rate elements are defined as Wavelength Channels.

- (1) 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.
- (2) Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (TPP) ⁽¹⁾ ⁽²⁾ (Cont'd)

(4) Disconnects (Cont'd)

(b) Except as provided in Sections 2.4.8(D)(4)(c) through (f), when a BellSouth DS1 Diverse service, LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Metro Ethernet Service or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) TPP customer disconnects services or rate elements prior to the minimum number of months for the plan period selected, termination liability charges will apply. The termination liability charge will be derived at the time of disconnection by taking the difference between the rate for the TPP period for which the customer subscribed, and the rate for the TPP period that the customer's completed service would otherwise qualify, and multiplying the difference by the number of months service the customer completed under a TPP. For example, a customer subscribes to a TPP for 73 months (Plan C) and terminates service after 20 months (Plan A). The termination liability charge will be applied by multiplying the number of months in service (20) by the difference between the Plan A and Plan C monthly rates. When a BellSouth Diverse DS1 service, LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Metro Ethernet Service or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) customer disconnects service after the minimum number of months for the TPP arrangement selected but prior to the actual expiration date of the TPP arrangement, termination liability charges do not apply.

- (1) 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.
- (2) Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (TPP) ⁽²⁾ ⁽³⁾ (Cont'd)

(4) Disconnects (Cont'd)

(c) When a TPP arrangement is disconnected prior to the expiration of a plan period due to a customer requested change to a higher order of service at the same location, or to expand or upgrade an existing service, termination liability charges will not apply when:

- (1) the customer has completed at least 6 months of the originally selected TPP service period, and
- (2) the service period of the new arrangement for the new service is equal to or longer⁽¹⁾ than the remaining service period of the disconnected arrangement, and
- (3) the service orders to install the new service and disconnect the old service are related together and received by the Telephone Company at the same time, and there is no lapse in service between installation of the higher order of service and disconnection of the existing service, and
- (4) the capacity of the 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). Specific changes of BellSouth Metro Ethernet Service that are considered to be the same or higher order of service are set forth in Part 11, Section 7.4.32.

⁽¹⁾ Effective on August 21, 2018, AT&T will no longer offer term plans longer than 36 months, including any renewals, extensions or conversions of existing term commitments for LightGate BellSouth SPA Point to Point Network and SMARTRing BellSouth SPA Dedicated Ring.

⁽²⁾ 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.

⁽³⁾ Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (TPP) ⁽¹⁾ ⁽²⁾ (Cont'd)

(4) Disconnects (Cont'd)

(c) (Cont'd)

(4) (Cont'd)

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, SMARTRing (a.k.a. BellSouth SPA Dedicated Ring)=highest):

1. Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) services
2. DSO (a.k.a. BellSouth SPA DSO Digital Data) Services
3. DS1 (a.k.a. BellSouth SPA DS1) Services
4. BellSouth DS1 Diverse Service
5. SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring)
6. BellSouth Wavelength Channel Service standalone channels
7. LightGate service (a.k.a. BellSouth SPA Point to Point Network)
8. BellSouth SPA Managed Shared Network Service
9. SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring)
10. SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring)/SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network)/BellSouth Managed Shared Ring service/BellSouth Dedicated Ring/BellSouth Wavelength Dedicated Ring Service (see Section 2.4.8(D)(4)(f) for changes involving SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) and BellSouth Wavelength Dedicated Ring Service)

- (1) 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.
- (2) Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (TPP) ^{(1) (2)} (Cont'd)

(4) Disconnects (Cont'd)

- (d) A termination liability charge will not apply to disconnects of channel interfaces associated with LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or SMARTRing service(s) (a.k.a. BellSouth SPA Dedicated Ring).
- (e) Disconnects, moves, or rearrangements involving the removal of the following SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) rate elements, local channel, interoffice channel, customer node and central office node, to allow the placement of additional nodes and channels for existing customers where the total number of nodes does not decrease, will not be subject to termination liability charges.
- (f) A termination liability charge will not apply to disconnects involving converting a portion of an existing SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), i.e., ring level channels and/or nodes, to BellSouth Wavelength Dedicated Ring Service.
- (g) A change of jurisdiction from interstate to intrastate service constitutes a disconnection of service for which termination charges are applicable. However, if such service continues between the same serving locations, and the customer enters into a new TPP arrangement in the intrastate jurisdiction for the same or larger service capacity and associated rate elements for a service period equal to or greater than the service period remaining under the interstate TPP arrangement, no interstate termination liability charge will be applicable.
- (h) A termination liability charge will apply to disconnects of SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) Basic Shared Ethernet LAN Access Link service components.

- (1) 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.
- (2) Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (TPP) ^{(1) (2)} (Cont'd)

(4) Disconnects (Cont'd)

- (i) A termination liability charge will not apply to disconnects of Priority Plus Feature, Q-Forwarding Feature, VLAN Aggregation Feature, and CNM - Metro Ethernet Reporting Feature associated with BellSouth Metro Ethernet Service.
- (j) Termination liability charges will not apply to any OC-3+ SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) disconnected on or after May 30, 2015.

(5) Moves of Service Under TPP

- (a) Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply as stated in Part 11, Sections 7.5.9 and 23.5, Part 13, Section 23, and BellSouth Telecommunications Tariff F.C.C. No. 1, Section 7.4.5, except as provided in Section 2.4.8(D) (5) (c). A four month minimum service period must be satisfied for all service rate elements serving the original building location.
 - (b) Moves of service within the same building will not constitute a disconnection of service for purposes of the application of termination liability charges. Current month-to-month nonrecurring charges specified in Part 11, Sections 7.5.9 and 23.5, Part 13, Section 23, and BellSouth Telecommunications Tariff F.C.C. No. 1, Section 7.4.5, are applicable.
- (1) 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.
- (2) Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (TPP) ⁽¹⁾ ⁽²⁾ (Cont'd)

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

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

- The move from the original location to the new location must be completed within thirty days of the original premises disconnect date. For LightGate systems (a.k.a. BellSouth SPA Point to Point Network), the new customer premises must be served by the same serving wire center as the original location.
- No lapse in billing will occur for moves of service under a TPP arrangement.
- Orders to disconnect the existing service and reestablish it at the new location must be related together and received by the Telephone Company at the same time.
- Any additions made at the new location will be handled in accordance with Section 2.4.8(C) (3).
- All conditions and charges for changes made to the service coincident with the move will apply.
- All appropriate nonrecurring charges for moves of service as specified in Part 11, Sections 7.5.9 and 23.5, Part 13, Section 23, and BellSouth Telecommunications Tariff F.C.C. No. 1, Section 7.4.5 will apply.

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

- (1) 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.
- (2) Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (TPP) ^{(1) (2)} (Cont'd)

(6) Requests for Changes in Length of Service Period

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

- No credit will be given for payments made under the original TPP arrangement, except for credits allowed under Section 2.4.8(D) (9) (a)
- The service period selected for the new TPP arrangement begins on the new TPP effective date but not later than the expiration date of the TPP being replaced
- Nonrecurring charges do not apply for existing services
- If the new TPP arrangement has a service period shorter in length than the time remaining under the service period for the existing TPP arrangement, the change to the new TPP arrangement constitutes a disconnection of the existing TPP arrangement for which termination liability charges apply.

- (1) 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.
- (2) Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (TPP) ⁽²⁾ ⁽³⁾ (Cont'd)

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

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

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

(1) See footnotes for LightGate service, SMARTRing Service and BellSouth Metro Ethernet Service on Page 63.

(2) 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.

(3) Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (TPP) ⁽³⁾ ⁽⁴⁾ (Cont'd)

(7) Renewal Options

- (a) When a service period under an existing CSPP or TPP arrangement is completed, the customer may select a new TPP arrangement⁽¹⁾ at rates and charges in effect on the first day of service under the new TPP arrangement, continue service under the month-to-month rates, or discontinue service with no termination liability charge. If the customer does not elect to either discontinue service or continue service under a new TPP arrangement, service will be continued under month-to-month rates. The TPP customer of record will have a 60-day grace period after which current month-to-month rates will apply. The stabilized monthly recurring rates as set forth in Sections 7 and 29 remain in effect during the 60-day grace period.
- (b) Any new services added to a customer's network or changes to existing services at the time of renewal will be subject to all appropriate nonrecurring charges and four month minimum service period requirements.
- (c) When a customer renews a TPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.⁽¹⁾ ⁽²⁾
- (d) To determine the appropriate TPP Payment Plan for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of months of the proposed service period of the TPP arrangement.

- (1) See footnotes for LightGate service, SMARTRing Service and BellSouth Metro Ethernet Service on Page 63.
- (2) Effective on August 21, 2018, AT&T will no longer offer term plans longer than 36 months, including any renewals, extensions or conversions of existing term commitments for LightGate BellSouth SPA Point to Point Network and SMARTRing BellSouth SPA Dedicated Ring.
- (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) Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

- (D) Transport Payment Plan (TPP)^{(2) (3)} (Cont'd)
(7) Renewal Options (Cont'd)

- (e) Recognition of previous service will be given to customers who renew an existing TPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new TPP arrangement is equal to or greater than the remaining service period of the original TPP arrangement. Recognition for satisfying the four month service period as appropriate for the service will be given for renewals of the same size channels, systems, rings, and all associated rate elements. Conversion to larger systems and rings will incur new four month minimum service requirements.
- (f) Recognition of previous service will be given to month-to-month customers who convert to a TPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided the four month minimum service period for that service has been met.
- (g) Recognition of previous service will be given to TPP customers who convert from CSPP arrangements provided the customer is the original customer of record at the time of transfer.
- (h) When an existing LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring, BellSouth Metro Ethernet Service, BellSouth Wavelength Dedicated Ring service and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) customer has completed the selected TPP commitment period and the service reverts to month-to-month service, only the contiguous month-to-month service adjacent to the start date of the new TPP⁽¹⁾ will receive recognition for determining the appropriate TPP arrangement or any subsequent TPP arrangement.

⁽¹⁾ Effective on August 21, 2018, AT&T will no longer offer term plans longer than 36 months, including any renewals, extensions or conversions of existing term commitments for LightGate BellSouth SPA Point to Point Network and SMARTRing BellSouth SPA Dedicated Ring.

⁽²⁾ 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.

⁽³⁾ Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (TPP) ^{(1) (2)} (Cont'd)

(8) Transfer of Service

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

(9) Prepayment

- (a) Effective October 15, 2005, prepayment is not available for new TPP arrangements.
- (b) Upon entering into a TPP arrangement, the customer may prepay the outstanding recurring monthly rates in whole or in part for all rate elements included in the TPP arrangement. The following conditions apply:
 - 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 TPP 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 TPP arrangement subsequent to the establishment of the service.
 - When a customer who has prepaid recurring monthly rates replaces the existing TPP arrangement with a new TPP 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 TPP arrangement.
 - Customers who disconnect service and incur termination liability charges, such charges shall be deducted from the unused prepaid balance. The remaining prepaid balance, if any, will be credited to their bill.

- (1) 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.
- (2) Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (TPP) ⁽¹⁾ ⁽²⁾ (Cont'd)

(10) Automatic Extension of TPP Arrangements

- (a) For the period beginning on January 13, 2001 through January 12, 2002, customers that complete a TPP arrangement will receive an automatic 12-month extension of their TPP arrangement. With this automatic extension, the customer's service will be continued under TPP at the rates and charges associated with the payment plan that is being extended. Customers that do not wish to utilize the benefits of the automatic extension may request that their TPP arrangement be terminated, without penalty, at any time during the 12-month period associated with their extension.

At the end of the 12-month extension, or at the time that a customer indicates that they do not desire to continue under the 12-month extension, the standard provisions associated with the completion of a TPP arrangement apply.

- (1) 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.
- (2) Effective on January 17, 2024, all CSPP and TPPs term plans greater than month-to-month 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), SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), 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. Existing Term Plan Services on January 17, 2024, will continue to be provided for the remainder of the then-current terms.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.9 Service Installation Guarantee

- (A) The Telephone Company assures that orders for services to which the Service Installation Guarantee applies will be installed and available for customer use no later than the Service Date as specified in Part 3, Section 5.1.1. The Service Installation Guarantee is applicable only as specified in this paragraph 2.4.9 and in BellSouth Telecommunication Tariff F.C.C. No. 1, Section 7.4.1(C), and the Cross Connection elements in Section 13 of the Tariff.
- (B) The failure of the Telephone Company to meet this commitment will result in a Service Installation Guarantee credit being applied to the Customer's bill. The Service Installation Guarantee credit will only apply to the services specified in Section 7.4.1.(C) of this Guidebook, the Connection rate element specified in Section 28.1.9(A), and Cross Connect elements in Sections 13.3.22, 13.3.23, and 13.3.24 of the tariff, for which nonrecurring charges are applicable. The Service Installation Guarantee credit will be determined as follows:
- (1) For DS1 Special Access (a.k.a. BellSouth SPA DS1) and BellSouth SPA DS1 Diverse services, the Service Installation Guarantee credit will equal \$350 per DS1 circuit experiencing the missed Service Date or the amount of the actual installation charge, whichever is less.
 - (2) For all other eligible services, the Service Installation Guarantee credit will be equal to the billed nonrecurring charges associated with the individual service having the missed Service Date.

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

- (C) For SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), the Service Installation Guarantee is applicable for all channel interface rate elements. SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) ring level rate elements are excluded from the Service Installation Guarantee. SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) ring level rate elements are defined as follows: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node.
- (D) The Service Installation Guarantee is applicable to DS1 Diverse service Local and Interoffice Channel rate elements for which nonrecurring charges are appropriate.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.9 Service Installation Guarantee (Cont'd)

(E)

(F) Service Installation Guarantees do not apply:

- (1) On Special Access (a.k.a. BellSouth SPA) service installations, moves and rearrangement of service with 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 Special Access (a.k.a. BellSouth SPA) is as specified in Part 3, Section 5.1.1(C).
- (2) on Special Access (a.k.a. BellSouth SPA) service orders for installations, moves and rearrangement of services with service dates that have been advanced from the standard or negotiated service interval as specified in Part 3, Section 5.1.1(F).
- (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
- (5) for jointly provisioned services except as stipulated in Section 2.4.9(C).

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

ACCESS SERVICE

2 - General Conditions

2.5 Connections

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

ACCESS SERVICE

2 - General Conditions

2.6 Definitions

Certain terms used herein are defined as follows:

Access Code

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

Alternate Central Office

The term "Alternate Central Office" denotes a wire center other than the serving wire center of the location of a customer node associated with BellSouth Dedicated Ring and SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring).

ATM

The term Asynchronous Transfer Mode (ATM) denotes one of the general class of packet switching technologies that relay traffic via an address contained within the packet (referred to in ATM as cells). ATM is a switching method in which information does not occur periodically with respect to some reference such as a frame pattern.

ATM Cell

The term ATM cell denotes the fixed length packets utilized in ATM cell-based switching services. An ATM cell is 53 bytes long, consisting of a five-byte header containing the address and a fixed 48-byte information field.

ATM Cell-Based Switching

The term ATM cell-based switching denotes the transfer of fixed length ATM cells as opposed to variable length frames used in other packet switching technologies.

Attenuation Distortion

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

B8ZS

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

Balance (100 Type) Test Line

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

ACCESS SERVICE

2 - General Conditions

2.6 Definitions (Cont'd)

Basic Service Element

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

BellSouth Telecommunications

Denotes the Issuing Carrier providing services within the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee whose legal name is found on the Title Page of this Guidebook.

Billing Period

Each Billing Period is considered to have 30 days.

Bit

The term "Bit" denotes the smallest unit of information in the binary system of notation.

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 A.M. to 5:00 or 6:00 P.M., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Telephone Company may vary based on company policy, union contract and location. To determine such hours for this company, or for an individual location within this company, contact should be made at the address shown at the top of page #1 of this guidebook.

Cable Space

The term "Cable Space" denotes any passage or opening in, on, under/over or through the central office cable support structure (e.g., cable risers, cable racks, cable vault or alternate splicing chamber, etc.) required to bring fire retardant fiber optic riser cable from the interconnection space to the location where the riser cable and the feeder cable meet and are spliced and the spaces between the splice and the conduit space, as well as the space between the interconnection space and the Telephone Company point of termination and any other space required to bring other fire retardant communications cable from one interconnection space module to another interconnection space module of the same collocater.

ACCESS SERVICE

2 - General Conditions

2.6 Definitions (Cont'd)

Carrier or Common Carrier
See Interexchange Carrier.

Central Office
The term "Central Office" denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Central Office Prefix
The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to an End User's Telephone Exchange Service when dialed on a local basis.

Centralized Automatic Reporting on Trunks Testing
The term "Centralized Automatic Reporting on Trunks Testing" denotes a type of testing which includes the capacity for measuring operational and transmission parameters.

Channel(s)
The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Channel Service Unit
The term "Channel Service Unit" denotes equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format errors and remote loop back.

Channelization Equipment
Equipment which derives individual channels of voice and/or data from a higher capacity to a lower capacity or bandwidth or vice versa.

Channelize
The term "Channelize" denotes the process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels and vice-versa.

ACCESS SERVICE

2 - General Conditions

2.6 Definitions (Cont'd)

Collocator - BellSouth Virtual Expanded Interconnection Service

The term "Collocator-BellSouth Virtual Expanded Interconnection Service" denotes any person, corporation, or other legal entity with whom the Telephone Company has negotiated for the purpose of provisioning an interconnection arrangement in accordance with the BellSouth Virtual Expanded Interconnection guidebook provisions.

Collocator's Facilities - BellSouth Virtual Expanded Interconnection Service

The term "Collocator's Facilities-BellSouth Virtual Expanded Interconnection service" denotes the collocator-provided/Telephone Company leased fiber optic cables and central office terminating equipment installed and maintained by the Telephone Company for the sole use of provisioning a BellSouth Virtual Expanded Interconnection service arrangement, in accordance with the BellSouth Virtual Expanded Interconnection provisions.

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company.

Competitive County

The term "Competitive County" denotes the geographic unit of a county or county-equivalent that either is competitive pursuant to the F.C.C.'s competitive market test or was granted Phase II, Level 2 pricing flexibility prior to June 1, 2017.

Conduit Space

The term "Conduit Space" denotes any reinforced passage or opening in, on, under/over or through the ground between the feeder route conduit system (entry point) and cable vault location capable of containing communications facilities, and includes: cable entrance facilities; main conduit; ducts; inner ducts; gas traps; underground dips such as short sections of conduit under roadway, driveways, parking lots and similar conduit installations; required to bring the collocator-provided fiber optic feeder cable into the Telephone Company central office.

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this guidebook, including both Interexchange Carriers (ICs) and End Users.

ACCESS SERVICE

2 - General Conditions

2.6 Definitions (Cont'd)

Customer Location

The term "Customer Location" denotes a customer premises within the Local Access Transport Area (LATA).

Data Transmission (107 Type) Test Line

The term "Data Transmission (107 Type) Test Line" denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

Detail Billing

The term "Detail Billing" denotes the listing of each message and/or Rate element for which charges to a customer are due on a bill prepared by the Telephone Company.

Distribution Area (DA)

Denotes an area within a wire center, generally behind a feeder interface providing service to 200-600 customers. There are numerous DA's within a wire center with boundaries adjoining other DA's. Boundary lines for DA's are generally streets, streams, some kind of physical divider.

DS0

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It is generally referred to as having a 64 Kbps transmission data rate signal. The required format and interface specifications are contained in BellSouth Technical Reference TR-NWT-000341.

DS1

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps transmission data rate, and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format. Unframed signal formats are not permitted or compatible with Company equipment. The required format and interface specifications are contained in BellSouth Technical Reference TR-NPL-000054.

Effective 2-Wire

The term "Effective 2-Wire" denotes a condition which permits the simultaneous transmission in both directions over a channel, but it is not possible to ensure independent information transmission in both directions. Effective 2-wire channels may be terminated with 2-wire or 4-wire interfaces.

ACCESS SERVICE

2 - General Conditions

2.6 Definitions (Cont'd)

Effective 4-Wire

The term "Effective 4-Wire" denotes a condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of the Telephone Company (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective 4-wire channels may be terminated with a 2-wire interface at the customer's premises. However, when terminated 2-wire, simultaneous independent transmission cannot be supported because the two wire interface combines the transmission paths into a single path.

End User

The term "End User" denotes any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Entry Point

The term "Entry Point" denotes the physical entrance into the central office and/or central office vault. Not all central offices have a central office vault. Multiple entry points are more than one physical entrance into the central office and/or central office vault. Normally, multiple entry points will be distinct and/or separate conduit systems.

Exchange

The term "Exchange" denotes a unit generally smaller than a Local Access and Transport Area, established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Local Access and Transport Area.

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

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

ACCESS SERVICE

2 - General Conditions

2.6 Definitions (Cont'd)

Expected Measured Loss

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

Fast Packet Access Services

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

Federal Observed Holiday

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

Field Identifier

The term "Field Identifier" denotes two to four characters that are used on service orders to convey specific instructions. Field Identifiers may or may not have associated data. Selected Field Identifiers are used in Telephone Company billing systems to generate nonrecurring charges.

First-Come, First-Served

The term "First-Come, First-Served" denotes a procedure followed when the first service order received will be the first service order processed.

Floor Space - BellSouth Virtual Expanded Interconnection Service

The term "Floor Space" denotes the central office floor space required to provision a BellSouth Virtual Expanded Interconnection Service arrangement, including environmental support and power, for interconnection to Telephone Company-provided services and facilities.

Frequency Shift

The term "Frequency Shift" denotes the change in the frequency of a tone as it is transmitted over a channel.

Grandfathered

The term "Grandfathered" denotes Terminal Equipment, Multiline Terminating Systems and Protective Circuitry directly connected to the facilities utilized to provide services under the provisions of this guidebook, and which are considered grandfathered under Part 68 of the F.C.C.'s Rules and Regulations.

ACCESS SERVICE

2 - General Conditions

2.6 Definitions (Cont'd)

Hub

The term "Hub" denotes a Telephone Company designated location at which services are either joined together (as in a bridging hub) or where services are channelized (as in a Hi-Capacity hub). Hubs for specific services are designated in National Exchange Carrier Association, Inc. Tariff F.C.C. NO. 4.

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Impedance Balance

The term "Impedance Balance" denotes the method of expressing Echo Return Loss and Singing Return Loss at a 4-wire interface whereby the gains and/or loss of the 4 wire portion of the transmission path, including the hybrid, are not included in the specification.

Impulse Noise

The term "Impulse Noise" denotes any momentary occurrence of the noise on a channel over a specified level threshold. It is evaluated by counting the number of occurrences which exceed the threshold.

Inserted Connection Loss

The term "Inserted Connection Loss" denotes the 1004 Hz power difference (in dB) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

ACCESS SERVICE

2 - General Conditions

2.6 Definitions (Cont'd)

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the nonlinearity of a channel. It is measured using four tones, and evaluating the ratios (in dB) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Local Access and Transport Area

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

ACCESS SERVICE

2 - General Conditions

2.6 Definitions (Cont'd)

Major Fraction Thereof

The term "Major Fraction Thereof" is any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a major fraction thereof would be any period of time in excess of 12 hours exactly. Therefore, if a given service is interrupted for a period of thirty six hours and fifteen minutes, the customer would be given a credit allowance for two twenty-four hour periods for a total of forty-eight hours.

Manhole

The term "Manhole" denotes a sub-surface enclosure which personnel may enter and use for the purpose of installing, operating, maintaining and repairing communications facilities.

Multipoint Channel

The term "Multipoint Channel" refers to any connection which terminates three or more circuits on the same bridging node.

N-1 Carrier

The term "N-1 Carrier", used in connection with BellSouth Local Number Portability Database Services, denotes the telecommunications carrier immediately preceding the terminating carrier.

Network Control Signaling

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

Non-Competitive County

The term "Non-Competitive County" denotes the geographic unit of a county or county-equivalent that neither is competitive pursuant to the F.C.C.'s competitive market test nor was subject to Phase II, Level 2 pricing flexibility prior to June 1, 2017.

Non-synchronous Test Line

The term "Non-synchronous Test Line" denotes an arrangement in step-by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but can be made more rapidly.

ACCESS SERVICE

2 - General Conditions

2.6 Definitions (Cont'd)

Point of Termination

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

Premises

The term "Premises" denotes a building, or a portion of a building in a multi-tenant building, or buildings on continuous property (except Railroad Right-of-way, etc.) not separated by a public highway, except for an end user that offers Telecommunications Services exclusively as a reseller. This term is not to be limited to one building, but applies as well to a complex, or campus-type configuration of buildings.

Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

Return Loss

The term "Return Loss" denotes a measure of the similarity between the two impedances at the junction of two transmission paths. The higher the return loss, the higher the similarity.

Secondary Channel

The term "Secondary Channel" denotes the offering of a companion digital transmission capability over the same physical facility as the primary channel at a lower bit rate. Terminal equipment required to support secondary channel capability must be provided by the customer.

Service Control Point (SCP)

The term "Service Control Point" denotes a node (translation processor based system) which provides interface and support functions in the provision of network services.

Service Installation Guarantee

The term "Service Installation Guarantee" denotes a program under which the Telephone Company will provide a credit to the customer's account for certain services in those instances when the Service Date is not met due to Telephone Company reasons.

Service Provided Upon Request

The term "Service Provided Upon Request" (SPUR) denotes a service that has not been requested by any customers in a particular state. When a request for this service is received, a new aggregate rate will be calculated and filed in this guidebook. The new rate will include the additional demand and costs for the service.

ACCESS SERVICE

2 - General Conditions

2.6 Definitions (Cont'd)

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the customer designated premises would normally obtain dial tone from the Telephone Company.

Shared Network Arrangement

The term "Shared Network Arrangement" denotes a service offering whereby multiple customers may cross connect on a channelized High Capacity (a.k.a. BellSouth SPA High Capacity) service and the Telephone Company will undertake to maintain separate records for each customer's portion of the shared network.

Short Circuit Test Line

The term "Short Circuit Test Line" denotes an arrangement in an end office which provides for an ac short circuit termination of a trunk or line by means of a capacitor of at least four microfarads.

Space Construction Charge

The term "Space Construction Charge" denotes all work in accordance with BellSouth Telecommunications Practices and performed by BellSouth Telecommunications or Telephone Company-approved contractors, including but not limited to, space design and preparation, design and preparation of interconnection floor space enclosure, design and placement of required environmental, electrical, and fire safety support features, design and placement of required support structures of any other activity required to accommodate the installation of collocater's facilities in the Telephone Company's interconnection space(s) covered under this guidebook.

Space Preparation Charge

The term "Space Preparation Charge" denotes all work involving order processing for interconnection space including interexchange carrier service center activities, network coordination activities, and outside plant provisioning activities between the central office manhole and the interconnection space.

Synchronous Test Line

The term "Synchronous Test Line" denotes an arrangement in an end office which performs marginal operational tests of supervisory and ring-tripping functions.

ACCESS SERVICE

2 - General Conditions

2.6 Definitions (Cont'd)

Telephone Company

Denotes the Issuing Carriers, either individually or collectively, whose legal names are found on the Title Page of this Guidebook.

Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Two-Wire to Four-Wire Conversion

The term "Two-Wire to Four-Wire Conversion" denotes an arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity (e.g., a central office switch).

ACCESS SERVICE

2 - General Conditions

2.6 Definitions (Cont'd)

Uniform Service Order Code (USOC)

The term "Uniform Service Order Code" denotes a three or five character alphabetic, numeric, or an alphanumeric code that identifies a specific item of service or equipment. Uniform Service Order Codes are used in the Telephone Company billing system to generate recurring rates and nonrecurring charges.

Unusable Service

A customer's service is considered unusable when it becomes inoperative to the customer because of a failure of a facility component used to furnish service under this guidebook or when service fails to meet the technical performance specifications as set forth by this guidebook.

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

Section not in use.

4.1 FUSF Charges

A percentage surcharge factor is assessed monthly on billed recurring charges of end user services.

For applicable FUSF Charges, see:

BellSouth - Tariff FCC 1, 4.6(P)

ACCESS SERVICE

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

5.1 General

This section sets forth the guidebooks and orders related to charges for Access Orders for 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 guidebook.

An Access Order is the Customer's request for the Telephone Company to provide the Customer with Special Access (a.k.a. BellSouth SPA) Service or to provide changes to existing services. An Access Order may be submitted by Access Service Request (ASR) or by such other ordering processes as the Telephone Company may provide.

The Service Installation Guarantee, as set forth in Part 3, Section 2, paragraph 2.4.9, is applicable to specified services offered in this guidebook. The Service Installation Guarantee is applied on a per circuit basis for Special Access (a.k.a. BellSouth SPA) Services.

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 Sections 5.2.7 and 5.2.14, 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.

ACCESS SERVICE

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

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

- (C) The day upon which the Customer has provided to the Telephone Company a firm commitment for the service and complete and accurate information to allow for the processing of the Access Order by three o'clock p.m. Eastern Standard Time⁽¹⁾ is the Application Date. The Telephone Company will release an optional initial Pending Order Confirmation, which will include the Telephone Company order number and circuit identification. At the Customer's request, when the Telephone Company facility availability is verified, either a Firm Order Confirmation, which will include critical date information, or a Design and Ordering Confirmation, which will include design as well as critical date information, will be released. Critical date information will include the service date. The service date (also sometimes referred to as the due date) is the date service is to be made available to the Customer and billing will commence.
- (D) A Pending Order Confirmation is available for orders for Telephone Company-provided special access services. A Design and Ordering Confirmation is not available for orders submitted by end users. A Pending Order Confirmation and a Design and Ordering Confirmation are not available for orders for services provided jointly with another Exchange Telephone Company.
- (E) Except for services listed in Section 5.1.1(F)(1), the following charges will apply for the installations, moves or rearrangement of services of Special Access service orders with an agreed upon service date interval of four business days or less following the Application Date. These charges are in addition to other applicable Special Access installation, move and rearrangement of service non-recurring charges. These charges will apply except for conversions made at the request of the Customer from a lower to a higher order of service as provided for in Part 3, Section 2, paragraph 2.4.8. The higher order of services are set forth in Part 3, Section 2, paragraph 2.4.8. In the event the agreed upon Service Date, as set forth above, is not met, these charges will not be applied.

	<u>Rate Per Service Order</u>	<u>USOC</u>
Per Special Access Service Order	\$345.00	SOCSP

(1) Access Orders received after three o'clock p.m. EST will be processed the next business day, which will be the Application Date.

ACCESS SERVICE

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

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(F) Service Date Advancement

- (1) The conditions and rates specified herein are applicable only for the following services:

-
-
-
-
- SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)- DS3
- Metallic Service (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade Service (a.k.a. BellSouth SPA Telegraph)
- Voice Grade Service (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) Service (a.k.a. BellSouth SPA WATS Lines)
-
- Digital Data Access Service (a.k.a. BellSouth SPA DSO Digital Data)
- DS1 (a.k.a. BellSouth SPA DS1)
- BellSouth SPA DS1 Diverse
- SMARTPath Service (a.k.a. BellSouth SPA DS1 Shared Ring)
- LightGate Service (a.k.a. BellSouth SPA Point to Point) - DS3
- SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring)

ACCESS SERVICE

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

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(F) Service Date Advancement (Cont'd)

(2) Initial Access Order

When placing an Access order for the installation, move or rearrangement of services, the customer may request that the service date for services with standard or negotiated intervals be advanced to an earlier service date. If the Company agrees to advance the service date, a Service Date Advancement Charge will apply as specified herein.

- (a) For services with standard intervals, a Service Date Advancement Charge will apply for each day the service date is less than the standard interval.
- (b) For SPA DS0 and DS1 services with negotiated intervals, which are designated for special handling according to published service date interval guidelines, with an agreed upon interval that is less than the standard interval for SPA DS0 and DS1 services as measured from the Application Date, a Service Date Advancement charge will apply for each day the service date is advanced from the standard interval for such services.
- (c) For SPA DS3 services with negotiated intervals, which are designated for special handling according to published service date interval guidelines, with an agreed upon interval that is less the standard interval for SPA DS3 services as measured from the Application Date, a Service Date Advancement charge will apply for each day the service date is advanced from the SPA DS3 standard interval.

ACCESS SERVICE

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

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(F) Service Date Advancement (Cont'd)

(2) Initial Access Order (Cont'd)

- (d) For SPA DS0, DS1 and DS3 services with negotiated intervals, the customer may request that the negotiated interval be improved. If the Company determines that the negotiated interval can be improved, the customer must accept the improved service date by supplementing the original Access order. If the customer accepts the improved interval, Service Date Advancement charges will not apply if the improved interval is equal to or greater than the standard interval. If the improved interval is less than the standard interval for the services, the customer will be billed the applicable Service Date Advancement charges pursuant to conditions in (b) and (c) preceding.
- (e) Irrespective of whether the Company meets the agreed upon service date for an advanced Access order but does provide the service prior to the standard interval or negotiated interval (pursuant to Sections 5.1.1(F) (2) and (3)) for the service ordered, a Service Date Advancement charge will apply for each day the Company completes the Access order in advance of the standard or negotiated interval. If the Company completes an Access order after the standard interval or negotiated interval, a Service Date Advancement charge will not apply.

ACCESS SERVICE

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

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(F) Service Date Advancement (Cont'd)

(3) Pending Access Orders

A customer may also request a change of the service date on a pending Access order. Should the Telephone Company agree to change the service date the following conditions will apply:

- (a) For services with standard intervals where the service interval between the Subsequent Request Date and the Subsequent Due Date is four business days or less, a Service Date Advancement charge will apply for each day the new interval is less than the standard interval.
- (b) For SPA DS0 and DS1 services with negotiated intervals, where the service interval between the Subsequent Request Date and the Subsequent Due Date is less than the standard interval for SPA DS0 and DS1 services, a Service Date Advancement Charge will apply for each day the revised service date is advanced from the standard interval for such services. When the interval between the Subsequent Request Date and the Subsequent Due Date is equal to or greater than the standard interval, Service Date Advancement charges will not apply.
- (c) For SPA DS3 services with negotiated intervals, where the service interval between the Subsequent Request Date and the Subsequent Due Date is less than the standard interval for such services, a Service Date Advancement Charge will apply for each day the revised service date is advanced from the standard interval. When the interval between the Subsequent Request Date and the Subsequent Due Date is equal to or greater than the standard interval, Service Date Advancement charges will not apply.
- (d) Advancement of the service date on pending Access orders will also incur a Service Date Change charge as set forth in Section 5.3 of this Guidebook.

ACCESS SERVICE

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

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(F) Service Date Advancement (Cont'd)

(4) Customer-Missed Appointments

When the customer has requested advancement of a service date, and the Telephone Company has completed the necessary work for the advanced service date and arrives at the customer's premises to install the service but the customer is not ready to accept the service pursuant to conditions in Part 3, Section 2, paragraphs 2.1.4 and 2.3.3, the customer will be assessed a Service Date Advancement-Missed Appointment charge, as set forth in Section 5.1.1(F) (9) (b), for the additional Telephone Company resources expended to advance the service date as set forth in Section 5.1.1(F) (6) (d). An example of when this charge may apply is provided in Section 5.1.1(F) (8).

(5) Rescheduled Appointments

A minimum service interval of three business days is required when a customer reschedules a service date (i.e., three business days between the Subsequent Request Date and Subsequent Due Date).

Should the customer requests a service date with an interval of less than three business days between the Subsequent Request Date and the Subsequent Due Date, a Service Date Advancement charge as set forth in Section 5.1.1(F) (9) (a) will apply for each day the new interval is less than three business days. In addition, a Service Date Change charge and a Service Date Change-Additional Dispatch charge will apply as specified in Section 5.3(C) (1) (e).

ACCESS SERVICE

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

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(F) Service Date Advancement (Cont'd)

(6) Description of Charges

(a) Service Date Change Charge

This charge represents the administrative resources associated with a customer-initiated change to an Access Order that results in a change of the service date. A Service Date Change Charge will apply as set forth in Section 5.3(C) (1).

(b) Service Date Change-Additional Dispatch Charge

This charge represents the resources associated with a Telephone Company technician's dispatch to the customer's premises to install, move or rearrange a service. This charge only applies when the customer supplements an Access Order to be completed on a new service date due to the customer not allowing the technician to complete the Access Order on a previous service date. This charge will apply as set forth in Section 5.3(C) (1).

(c) Service Date Advancement Charge

This charge represents the additional resources associated with advancing a service date (i.e., monitoring, reprioritizing and rescheduling service orders, and accelerating pre-defined daily work activities) at the customer's request and is assessed only when the Telephone Company completes the Access Order or the customer cancels the order per Section 5.1.1(F) (7) (b). This charge will apply as set forth in Section 5.1.1(F) (9) (a).

(d) Service Date Advancement-Missed Appointment Charge

This charge represents the additional resources associated with advancing a service date (i.e., monitoring, reprioritizing and rescheduling service orders, and accelerating pre-defined daily work activities) and is only assessed when the customer does not allow the Telephone Company to complete an Access Order on an advanced Service Date. This charge will apply as set forth in Section 5.1.1(F) (9) (b).

This page included in Section reformatting project but does not reflect any substantive content changes.

ACCESS SERVICE

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

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(F) Service Date Advancement (Cont'd)

(7) Restrictions

- (a) The Service Installation Guarantee, specified in Part 3, Section 2, paragraph 2.4.9, will not apply on Access orders with advanced service dates.
- (b) When the customer cancels an Access order for the installation, move or rearrangement of services, a Service Date Advancement charge may apply in accordance with terms and conditions for cancellation percentages on nonrecurring charges as set forth in Section 5.4.

(8) Application of Rates and Charges for Initial Orders

- (a) For services with standard intervals, a Service Date Advancement charge, specified in Section 5.1.1(F)(9)(a), will apply on a per circuit basis for each day the service date is advanced from the standard interval for services set forth in Section 5.1.1(F)(1).
- (b) For SPA DS0 and DS1 services with negotiated intervals with an agreed upon interval of less than the standard interval, a Service Date Advancement charge, specified in Section 5.1.1(F)(9)(a), will apply for each day the service date is less than the standard interval for such services. When the interval between the Subsequent Request Date and the Subsequent Due Date is equal to or greater than the standard interval, Service Date Advancement charges will not apply.
- (c) For SPA DS3 services with negotiated intervals with an agreed upon interval that is less than the standard interval, a Service Date Advancement charge, specified in Section 5.1.1(F)(9)(a), will apply for each day the service date is advanced from the standard interval for SPA DS3 services. When the interval between the Subsequent Request Date and the Subsequent Due Date is equal to or greater than the standard interval, Service Date Advancement charges will not apply.

ACCESS SERVICE

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

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(F) Service Date Advancement (Cont'd)

(8) Application of Rates and Charges (Cont'd)

(d) A Service Date Advancement-Missed Appointment charge in Section 5.1.1(F)(9)(b) will apply per circuit, per occurrence for services in Section 5.1.1(F)(1) for Telephone Company resources expended to advance a service date. Following is an example of when this charge may apply for an order with a standard interval:

- A customer submits an Access order for a DS1 (a.k.a., BellSouth SPA DS1) service to be installed at the customer's premises. The Access Order has a requested service date that is two business days less than the standard interval for DS1 (a.k.a., BellSouth SPA DS1) service. The Telephone Company agrees to the requested advanced service date and informs the customer that Service Date Advancement charges will apply and will be billed to the customer upon the Telephone Company installing and completing the Access order. However, when a Telephone Company technician arrives to install the DS1 (a.k.a., BellSouth SPA DS1) service on the advanced service date, the Telephone Company cannot gain access to the customer's premises to install the service and complete the order. Therefore, the customer is billed a Service Date Advancement-Missed Appointment charge (i.e., \$300 per circuit per occurrence) for the additional resources required to advance the service date. Had the Telephone Company technician been allowed to install and complete the order on the advanced service date, the customer would have been billed the normal Service Date Advancement charges provided in Section 5.1.1(F)(9)(a) for advancing the service date.

This page included in Section reformatting project but does not reflect any substantive content changes.

ACCESS SERVICE

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

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(F) Service Date Advancement (Cont'd)

(9) Rates and Charges

	Nonrecurring Charge	USOC
(a) Service Date Advancement		
SPA DS0 and DS1 Services, Per Circuit, Per Day	\$225.00	SDASP
SPA DS3 Services, Per Circuit, Per Day	390.00	SDASQ
(b) Service Date Advancement - Missed Appointment		
SPA DS0 and DS1 Services, Per Circuit, Per Occurrence	300.00	SDAMA
SPA DS3 Services, Per Circuit, Per Occurrence	300.00	SDAMP

(10) The Service Date Advancement charges, as set forth in Section 5.1.1(F) (9), is in addition to other applicable nonrecurring charges associated with services listed in Section 5.1.1(F) (1). These charges do not apply when the customer requests conversion to a higher order of service as provided in Part 3, Section 2, paragraph 2.4.8(A) (4) of this Guidebook. These charges do not apply to services provided in a Special Services Arrangement or to services provided on an Individual Case Basis.

(11) Should the customer fail to pay the properly assessed Service Date Advancement charge, the Telephone Company may elect not to accept the customer's future requests to advance a service date while there is a billed amount outstanding. Any future requests for service from the customer will be processed with the standard or negotiated interval, as appropriate, until outstanding Service Date Advancement charges owed by the customer have been paid.

ACCESS SERVICE

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

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(F) Service Date Advancement (Cont'd)

- (12) When costs other than additional engineering and labor, as set forth in Section 13 of this guidebook, are to be incurred when an order is advanced, the Company will develop these costs in accordance with Special Construction terms and conditions as set forth in this guidebook. Authorization to incur the costs and to bill the Customer will be in accordance with the Special Construction terms and conditions.
- (13) The time required to provision the service (i.e., the interval between the Application Date and the Service Date) is known as the service interval. Such intervals will be established in accordance with published service date interval guidelines which are available to Customers upon request, whether the Customer's service is subject to standard or negotiated intervals. The Customer may request a service date other than that established pursuant to the service date interval guidelines, and the Telephone Company, where possible, will establish the service date in accordance with such request, subject, however, to other applicable provisions of this guidebook.

This page included in Section reformatting project but does not reflect any substantive content changes.

ACCESS SERVICE

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

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

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

- (1) If a customer's initial order for BellSouth SPA DS1 service has a service interval of 16 business days or greater, the customer will receive a twenty percent (20%) discount on the nonrecurring charges. The 20% discount will only apply to BellSouth SPA DS1 service with standard intervals. Should the customer subsequently change the service date to a service date with an interval that is less than 16 business days, then full nonrecurring charges will apply. If the revised service date is less than the standard interval for the service, a Service Date Advancement Charge, as specified in Section 5.1.1(H), will apply in addition to a Service Date Change Charge as set forth in Section 5.3.
- (2) The 20% discount on nonrecurring charges will apply to BellSouth SPA DS1 local channels and interoffice channels for installations, moves or rearrangement of services.
- (3) Should the Telephone Company fail to meet the agreed upon service date which has a 16 business days or greater service interval, the customer will receive a Service Installation Guarantee credit amount as specified in Part 3, Section 2, paragraph 2.4.9(B)(1).

The time required to provision the service (i.e., the interval between the Application Date and the Service Date) is known as the service interval. Such intervals will be established in accordance with published service date interval guidelines which are available to customers upon request, whether the customer's service is subject to standard or negotiated intervals. The customer may request a service date other than that established pursuant to the service date interval guidelines, and the Telephone Company, where possible, will establish the service date in accordance with such request, subject, however, to other applicable provisions of this guidebook.

ACCESS SERVICE

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

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(G) Discount for Long Service Intervals on BellSouth SPA DS1 Services (Cont'd)

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

ACCESS SERVICE

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

5.1 General (Cont'd)

5.1.2 Provision of Other Services

- (A) Testing Service, Additional Labor, and Special Facilities
Routing shall be ordered with an Access Order or as set forth in Section 5.1.2(B). The rates and charges for these services, as set forth in other sections of this guidebook, will apply in addition to the ordering charges set forth in this section and the rates and charges for the Access Service with which they are associated.
- (B) With the agreement of the Telephone Company, the items listed in Section 5.1.2(A) may subsequently be added to the order at any time, up to and including the service date for the Access Service. When added subsequently, charges for a design change as set forth in Section 5.3(C)(3) will apply when an engineering review is required.
- (C) Additional Engineering is not an ordering option, but will be applied to an Access Order when the Telephone Company determines that Additional Engineering is necessary to accommodate a customer request. Additional Engineering will only be required as set forth in Part 4, Section 13, paragraph 13.1. When it is required, the customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges.

If the customer agrees to the Additional Engineering, a firm order will be established. If the customer does not want the service or facilities after being notified that Additional Engineering of Telephone Company facilities is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the customer for the Additional Engineering may not exceed the estimated amount by more than 10%.

The conditions, rates and charges for Additional Engineering are as set forth in Part 4, Section 13, paragraph 13.1 and are in addition to the conditions, rates and charges specified in this section.

5.1.3 Special Construction

Special construction rates and charges conditions are set forth in Part 1, Section 8 of this guidebook and are in addition to the conditions, rates and charges specified in this guidebook.

ACCESS SERVICE

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

5.2 Access Order

5.2.1 General

An Access Order is used by the Telephone Company to provide a customer Special Access service.

5.2.2 Reserved for Future Use

5.2.3 Reserved for Future Use

5.2.4 Reserved for Future Use

5.2.5 Reserved for Future Use

5.2.6 Reserved for Future Use

5.2.7 Special Access Service (a.k.a. BellSouth SPA)

- (A) For all Special Access (a.k.a. BellSouth SPA) Services the customer must specify the customer premises or Hubs involved, the channel type (High Capacity (a.k.a. BellSouth High Capacity), etc.), the channel interface, technical specification package and options desired. When ordering Voice Grade (a.k.a. BellSouth SPA DSO VG) local channels and associated voice grade (a.k.a. BellSouth SPA DSO VG) interoffice channels, the customer must specify whether they are to be billed under the Voice Grade (a.k.a. BellSouth SPA DSO VG) Rate Stability Plan. For multipoint services the channel interface at each premises may, at the request of the customer, be different but all such interfaces shall be compatible. When establishing Special Access (a.k.a. BellSouth SPA) Service under the Shared Network Arrangement, the host subscriber must coordinate with each service user the design, testing and maintenance of the service. Additionally, the service user must provide to the BellSouth Telephone Companies the Connecting Facility Arrangement (CFA) and the High Capacity (a.k.a. BellSouth SPA High Capacity) Billing Account Number (HBAN) of the host subscriber.
- (B) Where the Special Access (a.k.a. BellSouth SPA) is exempt from the Special Access Surcharge as set forth in Part "x", Section 7, paragraph 7.4.2, the customer shall furnish with the order the certification as set forth in that section.

ACCESS SERVICE

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

5.2 Access Order (Cont'd)

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

- (C) Where the Special Access (a.k.a. BellSouth SPA) or WATS Access Line (a.k.a. BellSouth SPA WATS Line) Service is exempt from the Special Access Surcharge as set forth in 7.4.2 following, the customer shall furnish with the order the certification as set forth in that section.
- (D) For WATS Access Line (a.k.a. BellSouth SPA WATS Line) Service, the customer must also specify the type of calling (i.e., Originating Only, Terminating Only, or Two-Way) for which the service is to be provided. Additionally, when necessary screening functions are not provided at the wire center which serves the customer's originating or terminating premises, the Telephone Company will provide the service to the nearest wire center where the capability exists. In these circumstances, the customer will be notified and the order will be changed to designate the appropriate premises. No charge will apply for the change.
- (E) To enable a customer to receive flat rate treatment on a WATS Access Line (a.k.a. BellSouth SPA WATS Line) used to provide terminating service (i.e., BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service), the customer must specify, by jurisdiction, the telephone number which is used to route the call.

5.2.8 Reserved for Future Use

5.2.9 Reserved for Future Use

5.2.10 Reserved for Future Use

5.2.11 Reserved for Future Use

5.2.12 Reserved for Future Use

5.2.13 Reserved for Future Use

ACCESS SERVICE

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

5.2 Access Order (Cont'd)

5.2.14 Billing Name and Address (BNA)

In addition to the ordering conditions set forth in Section 5.1.1, the customer shall also provide the following:

- (A) The customer's Carrier Identification code (CIC) or pseudo CIC Code and Access Carrier Name Abbreviation (ACNA). In the event the customer does not have such an assignment the customer must contact BellSouth for this assignment;
- (B) A list of Carrier Identification Codes (CICs) or pseudo CIC Codes and Access Carrier Name Abbreviations (ACNAs) for whom billing services are being performed;
- (C) The established BellSouth Carrier Access Billing System (CABS) Account (C07) account number and if no account exists BellSouth will establish a C07 account for billing purposes.

ACCESS SERVICE

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

5.2 Access Order (Cont'd)

5.2.15 Mechanized Interface to Specified Operation Support Systems

For any customer of Special Access (a.k.a. BellSouth SPA) Service, additional features are offered. The features include: a mechanized interface to the trouble reporting system as indicated in Section 5.2.15(A), a mechanized interface to the Preferred Interexchange Carrier (PIC); Street Guide Validation, and verification of Connecting Facility Assignments (CFA) and Network Channel/Interface Codes (NC/NCI).

(A) The feature, Trouble Administration for Access Services, allows the customer to electronically perform the following:

- Enter a Trouble Report
- Request Trouble Report status
- Add Trouble Report information
- Modify Trouble Report attributes
- Verify repair completion
- Cancel Trouble Report
- Trouble Report attribute value change

(B) The feature, Street Guide Validation, provides the customer with the ability to electronically verify an end user street address for the purpose of submitting an accurate access service request (ASR).

This feature is available to the customer in conjunction with the submission of an ASR for the sole purpose of validating the street address of an end user. Any other use of this service is prohibited.

(C) The features, Connecting Facility Assignment (CFA) and Network Channel/Interface Codes (NC/NCI) are provided for the sole purpose of enabling the customer to electronically verify connecting facility assignment(s) and network channel/interface code(s) prior to submitting an access service request (ASR).

(D) To implement these features, the customer must provide a terminal a modem and Switched Dial Service or a Private Line Service to a location designated by the Company at which the Company provides access to these features. If the customer chooses to utilize a dial service to access these features, a Security Card is required. The ordering conditions for the Security Card are set forth in Section 13 of the BellSouth Telecommunications Tariff F.C.C. No. 1.

ACCESS SERVICE

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

5.3 Access Order Modifications

- (A) The Customer may request a modification of its Access Order at any time prior to notification by the Telephone Company that service is available for the Customer's use. The Telephone Company will make every effort to accommodate requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the modification cannot be made with the normal work force during normal business hours, overtime installation charges as stated in Section 13 of this guidebook may be applicable. All charges for Access Order modifications will apply on a per occurrence basis.
- (B) Any increase in the number of Special Access (a.k.a. BellSouth SPA) service channels will be treated as a new Access Order (for the increased amount only).
- (C) If order modifications are necessary to satisfy the transmission performance for a Special Access (a.k.a. BellSouth SPA) Service order by a Customer, these changes will be made without order modification charges being incurred by the Customer.
 - (1) Service Date Change Charge
 - (a) Access Order service dates for installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days, except as specified in Sections 5.3(C) (1) (h) or (i).
 - (b) When, for any reason except as specified in Sections 5.3(C) (1) (h) or (i), the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Telephone Company accordingly delays the start of service, a Service Date Change Charge will apply. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Telephone Company and reissued with appropriate cancellation charges applied unless the Customer indicates that billing for the service is to commence as set forth in Section 5.4(A).

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)

(c) Except as specified in Section 5.3(C)(1)(i), failure to notify the Telephone Company prior to the original service date to request a different service date may result in the application of a Service Date Change-Additional Dispatch Charge for installations, moves and rearrangement of services. If a Telephone Company technician is dispatched to the Customer's premises on the scheduled service date and the Customer has failed to notify the Telephone Company before three o'clock p.m. EST on the business day prior to the scheduled service date that it wishes to change the service date, the Telephone Company will delay the start of service pending negotiations with the Customer.

- If the Customer reschedules the service date, a Service Date Change-Additional Dispatch Charge will apply in addition to a Service Date Change Charge as specified in Section 5.3(C)(1)(e). When the rescheduled service date has a service interval of three business days or less, Service Date Advancement charges, as set forth in Section 5.1.1(F)(8), will apply in addition to the Service Date Change-Additional Dispatch charge and the Service Date Change charge in Section 5.3(C)(1)(e).
- If the Customer cancels the service date, cancellation charges will apply in accordance with terms and conditions for cancellation charges as set forth in Section 5.4. Cancellation of the order will not preclude the application of the Service Date Change Charge and Service Date Change-Additional Dispatch Charge assessed for prior occurrences on the same order. In addition, the Service Date Advancement-Missed Appointment Charge set forth in Section 5.1.1(F)(9) may apply on orders with advanced service dates.
- Section 5.1.1(F)(6) provides a description of the Telephone Company resources associated with the Service Date Change and Service Date Change-Additional Dispatch Charge.

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)

(d) A new service date may be established that is prior to the original service date if the Telephone Company determines it can accommodate the Customer's request without delaying service dates for orders of other Customers.

(e) A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Service Date Change-Additional Dispatch Charge will apply for each occurrence of a technician dispatch to the Customer's premises when the Customer is not ready for service as specified in Section 5.3(C) (1) (c). The applicable charges are:

<u>Service Date Change Charge</u>	<u>USOC</u>	<u>Charge</u>
Per Order, per Occurrence	OMC	\$31.60
<u>Service Date Change - Additional Dispatch Charge</u>	<u>USOC</u>	<u>Charge</u>
Per Occurrence	OMCAD	\$150.00

(f) For multiple orders with the same service date for the same Customer premises, only one Service Date Change-Additional Dispatch charge will apply. However, a Service Date Change charge will apply for each order.

(g) Service Installation Guarantees, as set forth in Part 3, Section 2, paragraph 2.4.9, are not applicable for Service Date Change Charges.

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.

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)

(i) BDS Services found in Part 13, Section 7

A Service Date Change Charge will apply when a Customer modifies an Access Order service date for the installation of new services or rearrangements of existing services.

- (a) For services other than Digital Data, DS1 High Capacity (a.k.a. BellSouth SPA DS1) and LightGate DS3 (a.k.a. BellSouth SPA Point to Point Network) special access services:

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Telephone Company and reissued with appropriate cancellation charges applied as set forth in Section 5.4 following.

- (b) For Digital Data, DS1 High Capacity (a.k.a. BellSouth SPA DS1) and LightGate DS3 (a.k.a. BellSouth SPA Point to Point Network) special access services:

If a Customer does not accept Access Service within 30 calendar days after the original service date, the Customer will, at its option:

- (i) Cancel its Access Order, in which case Section 5.4 shall apply; or
- (ii) Accept billing within 30 calendar days after the original service date, in which case billing will begin; or

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)

(i) BDS Services found in Part 13, Section 7 (Cont'd)

(b) (Cont'd)

(iii) Neither cancel the Access Order nor accept service, in which case the following will apply. If the Customer neither cancels the Access Order nor accepts service, all applicable service charges shall begin to accrue on the 31st calendar day after the original service date (the Effective Billing Date). If the Customer accepts service within 90 calendar days after the original service date, the Telephone Company will commence billing upon the Customer's acceptance of service and such billing will apply as of the Effective Billing Date. If the Customer fails to accept service within 90 calendar days after the original service date, the Telephone Company will cancel the relevant Access Order(s) and will bill the Customer for cancellation charges, as set forth in Section 5.4, following, plus all charges accrued between the Effective Billing Date and the date of cancellation using the rate associated with the shortest term available for the service being cancelled.

(2) Partial Cancellation Charge

Any decrease in the number of ordered Special Access (a.k.a. BellSouth SPA) service channels will be treated as a partial cancellation and the charges as set forth in Section 5.4(B) will apply.

ACCESS SERVICE

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

5.3 Access Order Modifications (Cont'd)

(C) (Cont'd)

(3) Design Change Charge

The customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by Telephone Company personnel of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of type of channel interface, type of Interface Group or technical specification package. Design changes do not include a change of customer premises, end user premises or Special Access (a.k.a. BellSouth SPA) service channel type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

Should a customer requested Design change be received on a pending access order that results in the establishment of a new service date that exceeds the original service date by more than 30 days, the customer shall not be required to cancel and reissue a new order, but shall be billed a design change charge and a service date change charge.

The Telephone Company will review the requested change, notify the customer whether the change is a design change, if it can be accommodated and if a new service date is required. If the customer authorizes the Telephone Company to proceed with the design change, a Design Change Charge will apply. The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is:

<u>Design Change Charge</u>	<u>USOC</u>	<u>Rate Per Order</u>
ALL STATES	H28	\$39.93

If a change of service date is required, the Service Date Change Charge as set forth in Section 5.3(C)(1) will also apply.

Service Installation Guarantees, as set forth in Part 3, Section 2, paragraph 2.4.9, are not applicable for Design Change Charges.

ACCESS SERVICE

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

5.4 Cancellation of an Access Order

- (A) A customer may cancel an Access Order for the installation of service at any time prior to notification by the Telephone Company that service is available for the Customer's use. 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.

- (B) When an Access Order is cancelled for the installation of service, a Cancellation Charge will apply as follows:

- (1) Costs incurred in conjunction with the provision of Virtual Access Cross Connect Service, Physical Access Cross Connect Service, Intra-Office Collocation Cross Connect Service, or Special Access (a.k.a. BellSouth SPA) Service starts on the Application Date as defined in Section 5.4(B) (4) (b). Provisions addressing the application of charges for other BellSouth Expanded Interconnection elements are contained in Section 20 of this guidebook.
- (2) When an Access Order is cancelled prior to the Design Layout Report Date, as defined in Section 5.4(B) (4) (b), no charges shall apply.
- (3) When an Access Order is cancelled on or after the Design Layout Report Date, a charge equal to the estimated costs incurred by the Telephone Company shall apply. Such charge is determined as specified in Section 5.4(B) (4).

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) Charges applicable, as specified in Section 5.4(B)(3), are based on the estimated costs incurred by the Telephone Company at the time the order is cancelled. The estimated costs incurred are determined based on the following:

- (a) Certain Telephone Company critical dates are associated with an Access Order provisioning interval, whether standard or negotiated. These dates are used by the Telephone Company to monitor the progress of the provisioning process. At any point in the Access Order interval the Telephone Company is able to determine which critical date was last completed and can thus determine what percentage of the Telephone Company's provisioning costs have been incurred as of that critical date.
- (b) The critical dates tracked by the Telephone Company are as follows:
 - Application Date (APP): The date the customer provides to the Telephone Company, (1) a firm commitment for service and (2) sufficient information as detailed in Section 5.1 to enable the Telephone Company to begin service provisioning. This is also the order date.
 - Scheduled Issue Date (SID): The date that the order is to enter the Telephone Company's order distribution system.
 - Design Layout Report Date (DLRD): The date the Design Layout Report (DLR) is forwarded to the customer.
 - Records Issue Date (RID): The date that all design and assignment information is to be sent to the central office and installation forces.
 - Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is to be completed, all plug-ins optioned, aligned, and frame continuity established, and the interoffice facilities, if applicable, tested. In addition, switching equipment, including translation loading, is to be installed and tested.
 - Plant Test Date (PTD): The date on which overall testing of the service is to be started.

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)

(b) The critical dates tracked by the Telephone Company are as follows: (Cont'd)

- Engineering Information Report Date (EIRD): The date the engineering group in another ISS area provides information to the primary engineering group.
- Service Date (DD): The date on which service is to be made available to the customer. This is sometimes referred to as the Due Date.
- Designed, Verified, and Assigned Date (DVA): The date by which field implementation groups must report that all documents and materials have been received.
- Frame Continuity Date (FCD): Date on which frame-to-frame testing must be completed. This is sometimes referred to as the Facility Continuity Check Date.
- Loop Assignment and Make-up Date (LAM): The date by which Local Loop Assignment and Make-up information must be available.
- Confirming Design Layout Report Date (CDLRD): The date the Design Layout Report (DLR) is to be confirmed by the customer.

(c) The percentage of the total provisioning cost incurred by the Telephone Company at a particular critical date varies by the type of service as shown in Section 5.4(B) (4) (d).

(d) When a customer cancels an Access Order, or part of an Access Order, before the service date, the Telephone Company will apply cancellation charges to the order. Cancellation charges are calculated by multiplying all the nonrecurring charges associated with the order, or that part of the order being cancelled, by the percentage shown in Section 5.4(B) (4) (e) for the critical date last completed on the order.⁽¹⁾

(1) As set forth in Section 5.4(B) (2), when a customer cancels an order prior to the Design Layout Report Date, no cancellation charges shall apply.

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 DATES

AFTER:	APP	SID	LAM	EIRD	DLRD	RID	DVA	WOT	FCD	PTD	DD
BEFORE:	SID	LAM	EIRD	DLRD	RID	DVA	WOT	FCD	PTD	DD	

SPECIAL ACCESS (a.k.a. BellSouth SPA)

HICAP (a.k.a. BellSouth High Capacity) FACILITIES

12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0
------	------	------	------	------	------	------	------	------	------	-------

BELLSOUTH WAVELENGTH SERVICE

12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0
------	------	------	------	------	------	------	------	------	------	-------

BELLSOUTH METRO ETHERNET SERVICE

11.6	33.1	42.9	44.8	47.3	47.9	53.1	69.9	85.6	94.9	100.0
------	------	------	------	------	------	------	------	------	------	-------

BELLSOUTH WAVELENGTH DEDICATED RING SERVICE⁽¹⁾

24.3	45.8	45.8	48.6	51.4	53.1	64.5	78.8	83.5	91.7	100.0
------	------	------	------	------	------	------	------	------	------	-------

BELLSOUTH WAVELENGTH CHANNEL SERVICE⁽²⁾

18.2	34.1	34.1	36.4	38.8	40.5	48.3	71.6	88.8	94.4	100.0
------	------	------	------	------	------	------	------	------	------	-------

(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)

(4) (Cont'd)

(e) Cancellation Charge Percentages (Cont'd)

TYPE SERVICE
CRITICAL DATES

AFTER:	APP	SID	LAM	EIRD	DLRD	RID	DVA	WOT	FCD	PTD	DD
BEFORE:	SID	LAM	EIRD	DLRD	RID	DVA	WOT	FCD	PTD	DD	

SPECIAL ACCESS (a.k.a. BellSouth SPA) (Cont'd)

WATS (a.k.a. BellSouth SPA WATS Line)

1.6	4.7	6.6	9.5	13.2	18.7	33.2	44.6	56.6	83.6	100.0
-----	-----	-----	-----	------	------	------	------	------	------	-------

VOICE GRADE (a.k.a. BellSouth DS0 VG)

1.6	4.7	6.6	9.5	13.2	18.7	33.2	44.6	56.6	83.6	100.0
-----	-----	-----	-----	------	------	------	------	------	------	-------

TELEGRAPH GRADE (a.k.a. BellSouth SPA Telegraph)

1.6	4.8	8.9	13.6	17.0	22.2	34.7	43.9	56.9	84.6	100.0
-----	-----	-----	------	------	------	------	------	------	------	-------

METALLIC GRADE (a.k.a. BellSouth SPA Metallic)

1.6	4.9	6.9	9.8	13.5	18.2	30.3	39.7	53.6	83.3	100.0
-----	-----	-----	-----	------	------	------	------	------	------	-------

HICAP (a.k.a. BellSouth SPA High Capacity)

12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0
------	------	------	------	------	------	------	------	------	------	-------

DIGITAL DATA ACCESS (a.k.a. BellSouth SPA DS0 Digital Data)

1.5	4.6	6.1	9.2	13.5	18.6	28.5	35.4	46.2	78.2	100.0
-----	-----	-----	-----	------	------	------	------	------	------	-------

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) Material appears in the Ethernet Service Guide, Part 1, Section 5.
<https://cpr.att.com/pdf/commonEthServGuide.html>

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 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 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.

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

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

5.6 Selection of Facilities for Access Orders

- (A) When a Customer places an Access Order, it may choose to utilize facilities it previously purchased. If the Customer has a high capacity interface, or has purchased a facility, the Customer must request that specific channels be used to implement the Access Order. If a facility assignment is not provided by the Customer, the Telephone Company will provide the service from available inventory as discussed in Section 5.9.
- (B) For all other Access Orders, the option to request a specific transmission path or channel is not provided except as provided for under Special Facilities Routing.

5.7 Minimum Period⁽¹⁾

- (A) Except as set forth in Section 5.7(C), and other sections of this Guidebook, the minimum period for which charges are applicable for Access Service is one month.
- (B) Service Rearrangements and Transfer of Service as set forth in Part "x", Section 7 of this guidebook for Special Access (a.k.a. BellSouth SPA) services and Optical Transport Access services respectively, may be made without a change in minimum period requirements.
- (C) Changes, other than those identified in other sections of this guidebook, will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service. A new minimum period will be established for the new service. The customer will also remain responsible for all outstanding minimum period obligations associated with the disconnected service.

(1) Specific conditions for BellSouth Metro Ethernet Service minimum period, service rearrangements (reconfigurations) and changes are provided in Part "x", Section 7 of this guidebook.

ACCESS SERVICE

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

5.7 Minimum Period (Cont'd)

(C) (Cont'd)

The changes listed below are those that will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

- (1) A move to a different building as set forth in Sections 7, 28 and 29 of this guidebook.
- (2) A change in type of service (i.e., BellSouth SWA to Special Access (a.k.a. BellSouth SPA), one type of Special Access (a.k.a. BellSouth SPA) service to another.
- (3) A change in the type of Special Access (a.k.a. BellSouth SPA) Service Local Channel or Optical Transport Access Service Wavelength Channel.

- (D) A customer may request disconnect of an access service at any time after the service has been established. The customer must give the Telephone Company at least one business day written or verbal notice prior to the desired disconnect date. The one business day notice period will begin on the date the Telephone Company first receives the disconnect notification, either written or verbal. The verbal notice must be followed by written confirmation within 10 days.

When Access Service is disconnected prior to the expiration of the minimum period, the customer is obligated for payment of the minimum period charge as set forth in Section 5.7.1. When Access Service is disconnected after the expiration of the minimum period, billing for the service will be performed in accordance with the provisions set forth in Part 3, Section 2 of this guidebook.

ACCESS SERVICE

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

5.7 Minimum Period (Cont'd)

5.7.1 Minimum Period Charges

- (A) When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The disconnect date is the final date the customer has use of the service.
- (B) The Minimum Period Charge for service provided with a one month minimum period will be determined as follows:
 - (1) For Special Access (a.k.a. BellSouth SPA), the charge for a month or fraction thereof is the applicable monthly rates for the service as set forth, respectively, in Part "x", Section 7 of this guidebook.
- (C) All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.
- (D) Should billing for a service which is disconnected prior to the expiration of the Minimum Period cover multiple billing cycles, the bill reflecting the disconnect of service will be adjusted to account for that portion of the Minimum Period Charge previously billed to the customer. In no event shall the total recurring charge billed to the customer for such service exceed the applicable Minimum Period Charge.

All applicable nonrecurring charges associated with the provision of service will be billed in addition to the Minimum Period Charge. Such nonrecurring charges include the nonrecurring charge for the installation of service and/or optional features, Service Order Modification Charges, Additional Engineering and Labor Charges, if any, etc.

ACCESS SERVICE

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

5.8 Shared Use Facilities

Shared Use (i.e. BellSouth SWA and BellSouth Expanded Interconnection services provided over Special Access (a.k.a. BellSouth SPA)) is allowed. All Shared Use facilities will be ordered and provided as Special Access (a.k.a. BellSouth SPA). While Shared Use is allowed, individual services utilizing these facilities must be ordered as BellSouth SWA, Special Access (a.k.a. BellSouth SPA) or Virtual Access Cross Connect, Physical Access Cross Connect, or Intra-Office Collocation Cross Connect Service. When placing the order for individual service (s) the customer must specify a channel assignment for each service ordered. Shared Use of BellSouth SWA facilities (i.e. Special Access (a.k.a. BellSouth SPA) provided over BellSouth SWA) is not allowed.

ACCESS SERVICE

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

5.8 Shared Use Facilities (Cont'd)

5.9 Available Inventory

Available inventory is limited and does not include facilities previously ordered. The Telephone Company will make every reasonable effort to maintain sufficient available inventory to provide Access Service in accordance with customer's requested service date intervals. To the extent that service can be provided, Access Orders will be satisfied from available inventory.

Section not in use.

ACCESS SERVICE

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

7.1 General

Special Access (a.k.a. BellSouth SPA) service provides a transmission path to connect customer designated premises or a customer designated premises either directly or through a Telephone Company Hub where channelization functions is performed. Special Access (a.k.a. BellSouth SPA) service includes all exchange access not utilizing Telephone Company end office switches.

7.1.1 Channel Types

Descriptions of each of the channel types are provided in Part 11, Section 7.2 of this guidebook.

7.1.2 Rate Categories

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

- Local Channels
- Interoffice Channels
- Optional Features and Functions
- SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) rate categories
- Fast Packet Access Services
- Optical Transport Access Services

(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.

(B) Interoffice Channel

The Interoffice Channel rate category provides for the transmission facilities between the serving wire centers associated with two customer-designated premises, between a serving wire center associated with a customer-designated premises and a Telephone Company Hub or between two Telephone Company Hubs. A serving wire center associated with a customer-designated premises may be either the wire center from which the customer would normally obtain dial tone or an alternate serving wire center. An Interoffice Channel is portrayed in mileage bands. There are two rates that apply for each band, i.e., a flat rate per band and a rate per mile.

ACCESS SERVICE

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

7.1 General7.1.2 Rate Categories(C) Optional Features and Functions

The Optional Features and Functions rate category provides for optional features and functions, which may be added to a Special Access (a.k.a. BellSouth SPA) service to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be obtained by using various combinations of equipment.

Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element.

Examples of Optional Features and Functions that are available include, but are not limited to, the following:

- Hubbing Functions
- Conditioning
- Transfer Arrangements
- BellSouth SPA Customer Network Management (CNM) - FlexServ Service

A Hub is a Telephone Company designated serving wire center at which bridging or channelization functions are performed. The bridging functions performed are to connect three or more customer designated premises in a multipoint arrangement. The channelization functions are to channelize analog or digital facilities to individual services requiring a lower capacity or bandwidth. National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 identifies serving wire centers, Hub locations and the type of bridging or multiplexing functions available.

ACCESS SERVICE

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

7.1 General7.1.2 Rate Categories(D) Self-healing Multi-nodal Alternate Route Topology Ring
(SMARTRing) Service (a.k.a. BellSouth SPA Dedicated Ring)

(1) Customer Node

Customer Nodes provide ring switching capabilities at customer designated locations other than Telephone Company Premises that are part of SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring). This rate element offers OC-3, OC-3+, OC-12, OC-48, OC-48+, OC-192, or OC-192+ network capacities. An OC-1 network capacity is available only in an Overlay Ring Arrangement riding the customer's host OC-12, OC-48, or OC-48+ SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) installed on or after June 3, 1994. A summary of the channel interfaces available with each node are specified in Section 7.2.11(A).

OC-24 SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) customer nodes are only available to existing CSPP customers or under month-to-month arrangements.

(2) Customer Channel Interface

A Customer Channel Interface provides DS1, DS3, STS-1 electrical channelization and/or OC-3, OC-12, OC-48 and/or 1000 Mbps optical channelization that may take place at each Customer Node of SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring). The Customer Channel Interface rate element applies for every interface capacity that originates or terminates at a Customer Node. A summary of the channel interfaces available with each node are specified in Section 7.2.11(A).

ACCESS SERVICE

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

7.1 General7.1.2 Rate Categories(D) Self-healing Multi-nodal Alternate Route Topology Ring
(SMARTRing) Service (a.k.a. BellSouth SPA Dedicated Ring)

(3) Central Office Node

Central Office Nodes provide ring switching capabilities at Telephone Company Central Offices that are a part of SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring). This rate element offers OC-3, OC-3+, OC-12, OC-48, OC-48+, OC-192, and OC-192+ network capacities. An OC-1 network capacity is available only in an Overlay Ring Arrangement riding the customer's host OC-12, OC-48 or OC-48+ SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) installed on or after June 3, 1994. A summary of the channel interfaces available with each node are specified in Section 7.2.11(A).

(4) Central Office Channel Interface

A Central Office Channel Interface provides DS1, DS3, STS-1 electrical channelization and/or OC-3, OC-12, OC-48 and/or 1000 Mbps optical channelization that may take place at each Central Office Node located on SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring). The Central Office Channel Interface rate element applies for every interface capacity that originates or terminates at a Central Office Node. A summary of the channel interfaces available with each node are specified in Section 7.2.11(A).

ACCESS SERVICE

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

7.1 General7.1.2 Rate Categories(D) Self-healing Multi-nodal Alternate Route Topology Ring
(SMARTRing) Service (a.k.a. BellSouth SPA Dedicated Ring)

(4) Central Office Channel Interface

Customers with DS3 or STS-1 interfaces at the Customer Node electing to connect with DS1 services at a Central Office Node, must obtain a 28-DS1 Channel System.

(5) Local Channel

The Local Channel rate category provides for the communications path between a Customer Node and the serving wire center of the premises where located. Charges for Local Channels apply as described in Section 7.1.2(A). It is available with all capacities of SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) except OC-1.

(6) Alternate Central Office Channel

The Alternate Central Office Channel provides for the communications path between a customer node and an alternate central office. It is available with all capacities of SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) except OC-1.

(7) Interoffice Channel

The Interoffice Channel provides for the communications path between directly connected Telephone Company central offices located on a SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring). It is available with all capacities of SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) except OC-1. This rate element does not apply where Central Office Nodes are adjacently connected in the same Central Office on the same SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) for the purpose of providing additional node capacity.

ACCESS SERVICE

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

7.1 General7.1.2 Rate Categories(D) Self-healing Multi-nodal Alternate Route Topology Ring
(SMARTRing) (a.k.a. BellSouth SPA Dedicated Ring) Service

(8) Internodal Channel

The Internodal Channel (INC) provides for the communications path between two directly connected Customer Nodes of a given SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) located (a) in the same Serving Wire Center area or (b) in the same Office Park/Campus Environment or contiguous property, located in contiguous Serving Wire Center areas. It is available with all capacities of SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) except OC-1. This rate element does not apply where Customer Nodes are adjacently connected in the same building on the same SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) for the purpose of providing additional node capacity.

(9) Channel Interface Capacity Reallocation

Channel Interface Capacity Reallocation allows the customer to reallocate STS-1, DS3 and/or DS1 capacity interfaces at each node subsequent to the initial service installation.

- (10) The SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) Rearrangement rate category applies when the customer adds BellSouth Customer Network Management Service options to an existing OC-1, OC-3, OC-3+ OC-12, OC-48, OC-48+, OC-192 or OC-192+ SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), installed on or after June 3, 1994. These charges do not apply when BellSouth Customer Network Management Service is added to an existing SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) installed prior to June 3, 1994, and the entire ring is being upgraded to a new SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) at the same time.

ACCESS SERVICE

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

7.1 General7.1.3 Service Configurations

There are four types of service configurations over which Special Access (a.k.a. BellSouth SPA) services are provided: link service, two-point service, multipoint service, and SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring).

A change from one Special Access (a.k.a. BellSouth SPA) Service configuration to another will be treated as a discontinuance of existing service and an installation of a new service as set forth in 5.6 of this guidebook, except for BellSouth SPA CNM - FlexServ Service reconfigurations service or link service configurations.

(A) Link Service

A link is a service configuration provided as a DS3 or DS1 channel of a LightGate service (a.k.a. BellSouth SPA Point to Point Network) local channel and/or interoffice channel. DS3 or DS1 channels provided in a LightGate service (a.k.a. BellSouth SPA Point to Point Network) interoffice channel must either be combined with corresponding DS3 or DS1 channels in a LightGate service (a.k.a. BellSouth SPA Point to Point Network) local channel system to form a single link, or they may be provided on a stand-alone link basis with BellSouth SPA CNM - FlexServ Service or SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring).

Individual links may be installed, maintained in service, and subsequently disconnected without affecting other links connected to them. Disconnection of a link, which forms a part of a two-point service configuration, necessitates the disconnection of the non-link service elements in the two-point configuration also.

ACCESS SERVICE

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

7.1 General

7.1.3 Service Configurations

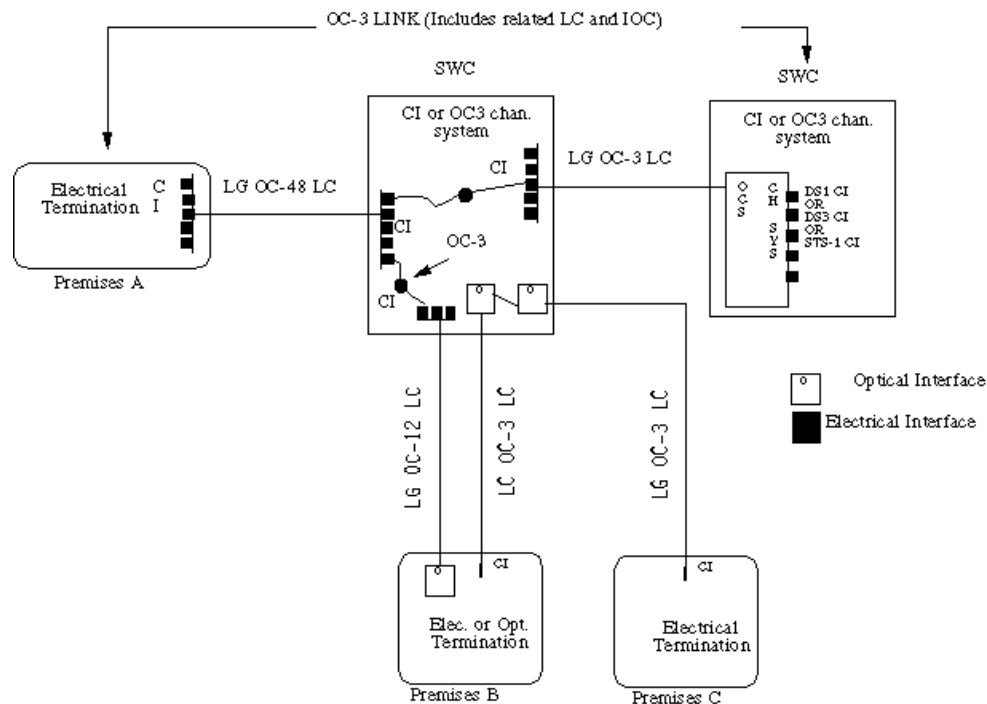
(A) Link Service

Applicable rate elements are:

- One LightGate service (a.k.a. BellSouth Point to Point Network) Local Channel and/or LightGate service (a.k.a. BellSouth Point to Point Network) Interoffice Channel
- Optional Features and Functions (when applicable).

(1) Synchronous Transport

The following diagram depicts Link service(s) connecting customer premises "A" with several locations.



Rate elements applicable to this diagram are:

- Local Channels [LC] (OC-3 with opt. SWC termination, OC-12 opt. cust. termination, OC-48 electrical)
- Interoffice Channels [IOC] (OC-3)
- Electrical Channel Interface [CI] (OC-3)
- OC-3 Channel System [CS] (OC-3)
- Electrical Channel Interface [CI] (DS1)
- Electrical Channel Interface [CI] (DS3)
- Electrical Channel Interface [CI] (STS-1)

ACCESS SERVICE

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

7.1 General

7.1.3 Service Configurations

(B) Two-Point Service

A two-point service connects two customer designated premises, either on a directly connected basis, through a Hub where multiplexing functions are performed, or through BellSouth SPA CNM - FlexServ Service or an optional feature for BellSouth SPA CNM - FlexServ Service.

Applicable rate elements are:

- Local Channels
- Interoffice Channels (as applicable)
- Optional Features and Functions (when applicable)

In addition, a Special Access (a.k.a. BellSouth SPA) Surcharge and a Message Station Equipment Recovery Charge provided in this guidebook may be applicable.

ACCESS SERVICE

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

7.1 General7.1.3 Service Configurations(C) Multipoint Service

Multipoint service connects three or more customer designated premises through a BellSouth Hub. There is no limitation on the number of mid-links available with multipoint service. However, when more than three mid-links are provided in tandem, the quality of the service may be degraded. A mid-link is a channel between Hubs (i.e., bridging locations). Only certain types of Special Access (a.k.a. BellSouth SPA) service are provided as multipoint service. These are so designated in the Service Descriptions set forth in this guidebook.

Multipoint service utilizing a customized technical specifications package as set forth in this guidebook will be provided when technically possible. If BellSouth determines that the requested characteristics for a multipoint service are not compatible, the customer will be advised and given the opportunity to change the order.

When ordering, the customer will specify the desired bridging Hub(s) selected from National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. This tariff identifies the type(s) of bridging functions which are available and the serving wire centers at which they are available.

Applicable Rate Elements are:

- Local Channels (one per customer designated premises)
- Interoffice Channels (as applicable between serving wire centers associated with two customer designated premises, between a serving wire center and a Hub, or between Hubs)
- Bridging
- Additional Optional Features (when applicable)

In addition, a Special Access (a.k.a. BellSouth SPA) Surcharge as set and a Message Station Equipment Recovery Charge as set forth in this guidebook may be applicable.

ACCESS SERVICE

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

7.1 General

7.1.3 Service Configurations

(D) SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)

The SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) configuration utilizes a multi-nodal ring architecture which is specified jointly by the Telephone Company and the customer. The minimum configuration provides dedicated DS3 and/or DS1 digital services and must include at least three nodes. The three nodes may all be Central Office Nodes in Telephone Company Central Offices, or the three nodes may be a Central Office Node in a Telephone Company Central Office, a Customer Node at a customer's designated location and the third node may be either a Central Office Node or a node at another customer designated location. Additional nodes for either arrangement may be any combination thereof. The maximum number of nodes will be determined based on equipment capability. The nodes are connected by SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) Local Channels, Alternate Central Office Channels, Interoffice Channels and Internodal Channels as applicable. SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) may be connected to other DS3/DS1 services only at Central Office Nodes. With OC-12 SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) installed on or after June 3, 1994, and with OC-48 and OC-48+ SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) the customer may request an OC-1 and/or OC-3 Overlay Ring Arrangement riding the customer's host OC-12, OC-48, or OC-48+ SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring). With OC-48 or OC-48+ SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), the customer may request an OC3+ and/or OC-12 Overlay Ring Arrangement riding the customer's host OC-48 SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring). With OC-192+ SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), the customer may request an OC3+, OC-12, OC-48, and/or OC-48+ Overlay Ring Arrangement riding the customer's host OC-192+ SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring). With OC-192 SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), the customer may request an OC3+, OC-12 and/or OC-48 Overlay Ring Arrangement riding the customer's host OC-192 SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring). In an Overlay Ring Arrangement, node and channel configuration requirements apply to the host SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring).

Applicable rate elements for this service are:

- Customer Node (at least one for configurations other than three Central Office Node arrangement)
- Customer Channel Interface (one for each originating/terminating activated DS1, DS3, STS-1, OC-3, OC-12, OC-48 and/or 1000 Mbps for each Customer Node)
- Central Office Node (at least one for configurations other than three Central Office Node arrangement)
- Central Office Channel Interface (one for each originating/terminating activated DS1, DS3, STS-1, OC-3 and/or OC-12, OC-48 and/or 1000 Mbps for each Central Office Node or one for each 28 DS1 Channel System and associated DS1 Channel Interfaces for each activated DS3)

ACCESS SERVICE

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

7.1 General

7.1.3 Service Configurations

(D) SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)

Applicable rate elements for this service are:

- Local Channel
(at least one for each Customer Node which is directly connected to the serving wire center)
- Alternate Central Office Channel
(at least one for each Customer Node which is directly connected to an Alternate Central Office)
- Internodal Channel
(one for each path between two directly connected customer nodes)
- Interoffice Channel
(one for each path between each two directly connected Telephone Company Central Offices)
- Channel Interface Capacity Reallocation (one per node per occurrence)
- SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) Rearrangement (Surveillance, per Node, per SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) rearranged; Reconfiguration, per STS-1 group, per Node)

ACCESS SERVICE

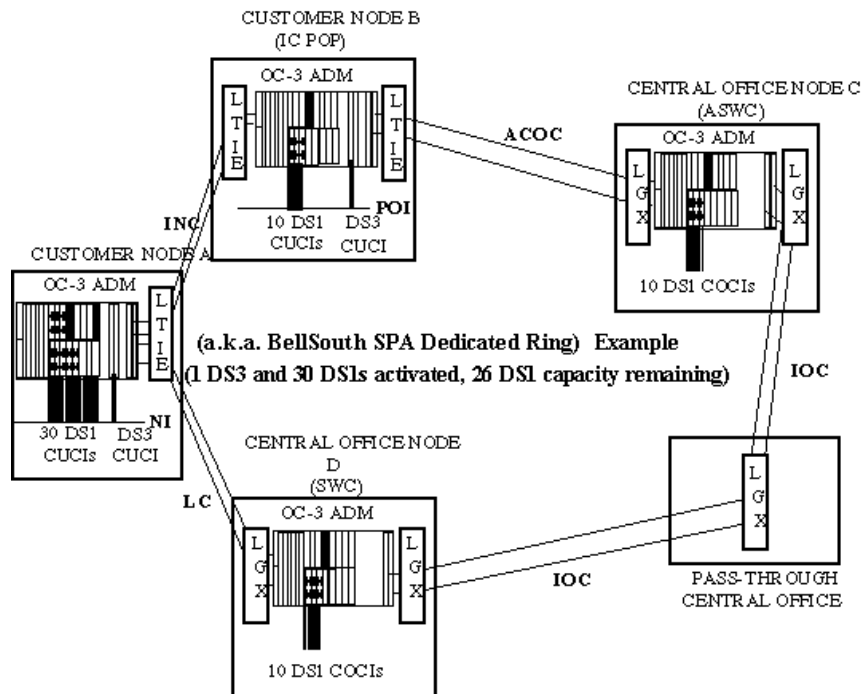
7 - Special Access (a.k.a. BellSouth SPA) Service

7.1 General

7.1.3 Service Configurations

(D) SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)

Example: SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) OC-3 capacity.



For this example the following rate elements are applicable:

- 2 Customer Nodes
- 2 Central Office Nodes
- 1 Local Channel
- 1 Internodal Channel
- 1 Alternate Central Office Channel
- 2 Interoffice Channels
- 2 DS3 Customer Channel Interfaces
- 40 DS1 Customer Channel Interfaces
- 20 DS1 Central Office Channel Interfaces

ACCESS SERVICE

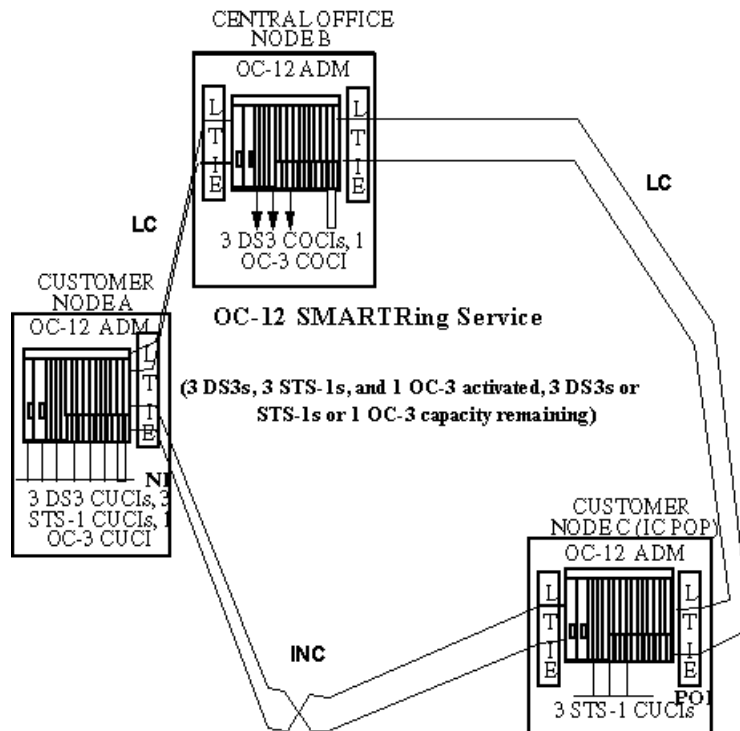
7 - Special Access (a.k.a. BellSouth SPA) Service

7.1 General

7.1.3 Service Configurations

(D) SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)

Example: SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) OC-12 capacity.



For this example the following rate elements are applicable:

- 2 Customer Nodes
- 1 Central Office Node
- 2 Local Channels
- 1 Internodal Channel
- 3 DS3 Customer Channel Interfaces
- 3 DS3 Central Office Channel Interfaces
- 6 STS-1 Customer Channel Interfaces¹
- 1 OC-3 Customer Channel Interface¹
- 1 OC-3 Central Office Channel Interface¹

* Note 1: Available with SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) installed on or after June 3, 1994.

ACCESS SERVICE

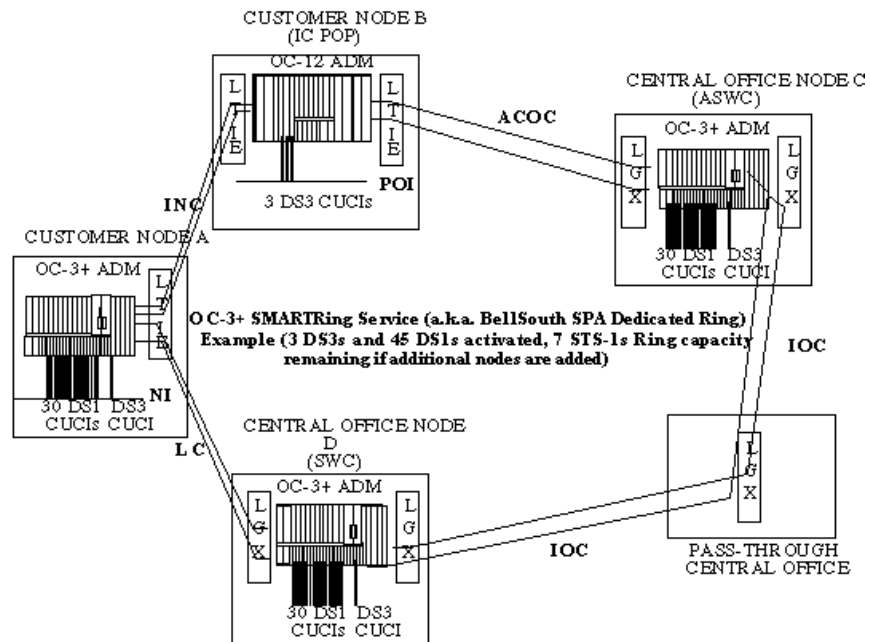
7 - Special Access (a.k.a. BellSouth SPA) Service

7.1 General

7.1.3 Service Configurations

(D) SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)

Example: SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring)
OC-3+ capacity.



For this example the following rate elements are applicable:

- 2 Customer Nodes
- 2 Central Office Nodes
- 1 Local Channel
- 1 Internodal Channel
- 1 Alternate Central Office Channel
- 2 Interoffice Channels
- 4 DS3 Customer Channel Interfaces
- 2 DS3 Central Office Channel Interfaces
- 30 DS1 Customer Channel Interfaces
- 60 DS1 Central Office Channel Interfaces

ACCESS SERVICE

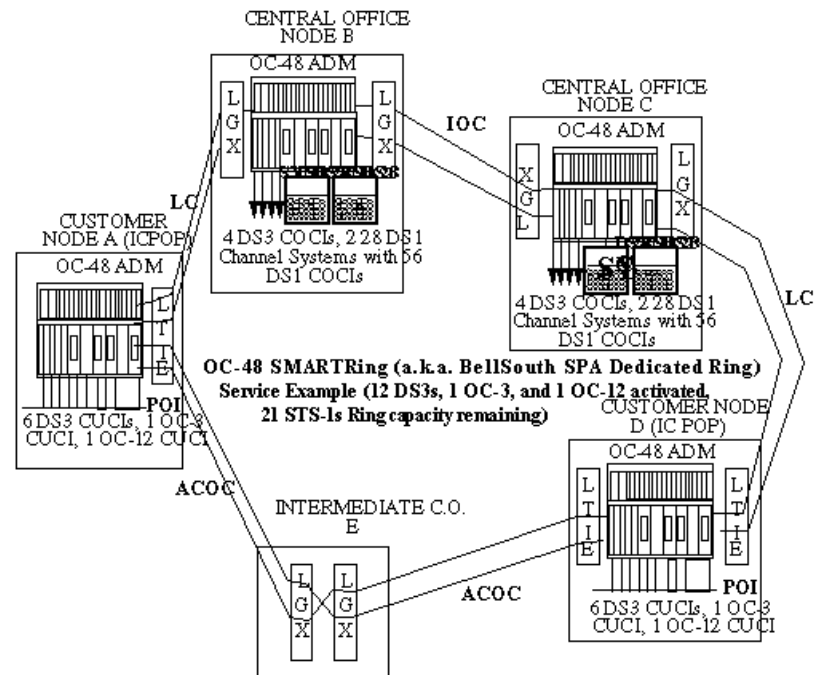
7 - Special Access (a.k.a. BellSouth SPA) Service

7.1 General

7.1.3 Service Configurations

(D) SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) Service

Example: SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) service OC-48 capacity.



For this example the following rate elements are applicable:

- 2 Customer Nodes
- 2 Central Office Nodes
- 2 Local Channels
- 2 Alternate Central Office Channels
- 1 Interoffice Channel
- 12 DS3 Customer Channel Interfaces
- 8 DS3 Central Office Channel Interfaces
- 4 28 DS1 Channel Systems (DS3)
- 112 DS1 Central Office Channel Interfaces
- 2 OC-3 Customer Channel Interfaces
- 2 OC-12 Customer Channel Interfaces

ACCESS SERVICE

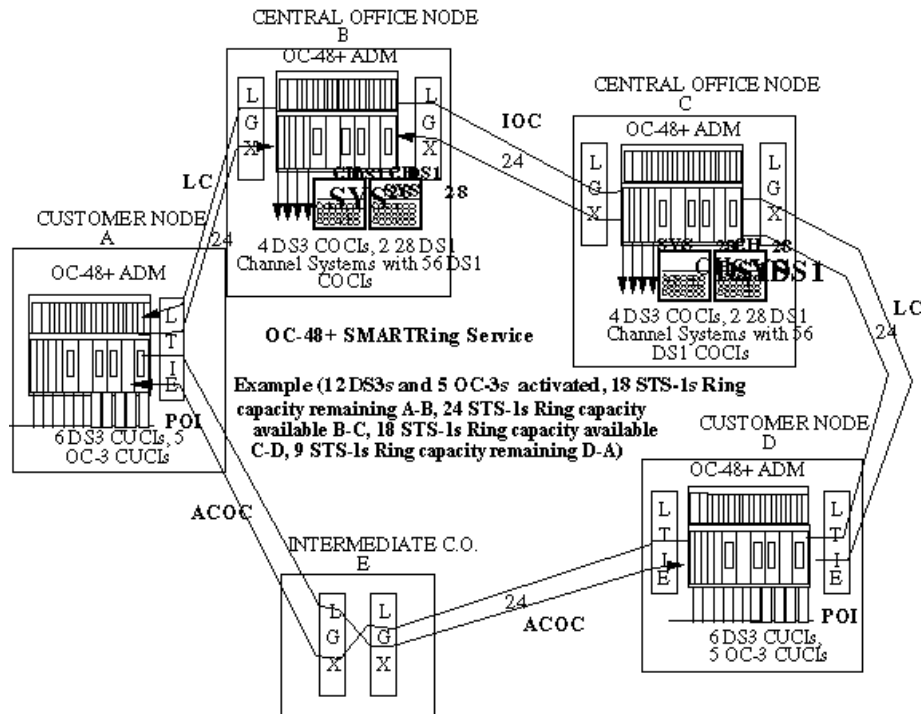
7 - Special Access (a.k.a. BellSouth SPA) Service

7.1 General

7.1.3 Service Configurations

(D) SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)

Example: SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) service OC-48+ capacity.



For this example the following rate elements are applicable:

- 2 Customer Nodes
- 2 Central Office Nodes
- 2 Local Channels
- 2 Alternate Central Office Channels
- 1 Interoffice Channel
- 12 DS3 Customer Channel Interfaces
- 8 DS3 Central Office Channel Interfaces
- 4 28 DS1 Channel Systems (DS3)
- 112 DS1 Central Office Channel Interfaces
- 10 OC-3 Customer Channel Interfaces

ACCESS SERVICE

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

7.1 General7.1.4 Alternate Use

Alternate Use occurs when a service is arranged by the Telephone Company so that the customer can select different types of transmission at different times. A customer may use a service in any privately beneficial manner. However, where technical or engineering changes are required to effectuate an alternate use, the Telephone Company will make such special arrangements available on an individual case basis.

The arrangement required to transfer the service from one operation to the other (i.e., the transfer relay and control leads) will be rated and provided on an individual case basis. The customer will pay the stated guidebook rates for the Access Service rate elements for the service ordered (i.e., Local Channels, Interoffice Channels [as applicable] and Optional Features [if any]).

7.1.5 Design Layout Report

At the request of the customer, the Telephone Company will provide to the customer the make-up of the facilities and services provided under this guidebook as Special Access Service (a.k.a. BellSouth SPA) to aid the customer in designing its overall service. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the customer at no charge, and will be reissued or updated whenever these facilities are materially changed.

7.1.6 Ordering Options and Conditions

The customer places an access order with the Telephone Company for the provision of Special Access (a.k.a. BellSouth SPA) service.

The options and conditions for access orders are set forth in detail in Section 5 of this guidebook. Also included in Section 5 are other charges that may be associated with ordering Special Access (a.k.a. BellSouth SPA) service (e.g., Service Date Change Charges, Cancellation Charges, etc.).

7.2 Reserved for Future Use7.3 Reserved for Future Use

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
-

ACCESS SERVICE

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

7.4 General Rate Conditions7.4.1 Types of Rates and Charges(C) Nonrecurring Charges(1) Installation of Service

(a) Local Channels

Nonrecurring charges apply to each Local Channel on each Special Access (a.k.a. BellSouth SPA) service installed. When First and Additional nonrecurring charges apply, they are assessed as follows: When one Local Channel is ordered and installed, it is billed at the First Service Installed charge. For the installation of local channels when more than one of the same type of service between the same locations, for the same customer, is ordered and installed at the same time; one at each location is billed at the First Service Installed charge and the others are billed at the Additional Service Installed charge. Future service requests for the same access services, at a later date, will be treated as new orders and nonrecurring charges for first service and additional service will again apply. For all video services, one nonrecurring charge applies for each Local Channel.

For LightGate service (a.k.a. BellSouth SPA Point to Point Network), one nonrecurring charge applies for each system, SAFT I or II option, and channel interface.

(b) Interoffice Channel

The nonrecurring charge for the Interoffice Channel will be applied each time the Interoffice Channel rate element is applicable. For LightGate service (a.k.a. BellSouth SPA Point to Point Network), one nonrecurring charge applies for each system and each channel interface.

The Nonrecurring charges for the Installation of Service are set forth in Section 7, Part 11 of this guidebook as Nonrecurring Charges for the Local Channel Rate Element and the Interoffice Channel Rate Element.

ACCESS SERVICE

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

7.4 General Rate Conditions7.4.1 Types of Rates and Charges(C) Nonrecurring Charges(2) Installation of Optional Features and Functions

Nonrecurring charges apply to the installation of Optional Features and Functions available with Special Access (a.k.a. BellSouth SPA) service. The Initial nonrecurring charge applies if the feature or function is installed coincident with the primary service. The Subsequent nonrecurring charge applies if the feature or function is installed after the installation of the primary service.

First and Additional nonrecurring charges are applicable to activate each individual Central Office Channel Interface of a Basic Channelization System, and are in addition to the nonrecurring charges for the Basic Channelization System. A "First" nonrecurring Central Office Channel Interface nonrecurring charge is applicable to the first Channelization Feature installed coincident with the installation of a Basic Channelization System, per service request. An "Additional" nonrecurring charge applies for each additional Central Office Channel Interface, of the same type, ordered and installed at the same location, for the same customer, at the same time, on the same order request. Future requests for a Central Office Channel Interface(s) on an existing Basic Channelization System will be treated as new requests and will require "First" and "Additional" Central Office Channel Interface nonrecurring charge application, in addition to any other applicable charges.

The nonrecurring charges for the installation of Optional Features and Functions are set forth in Section 7.5, Part 11 of this guidebook as nonrecurring charges for Optional Features and Functions associated with the specific services.

ACCESS SERVICE

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

7.4 General Rate Conditions

7.4.1 Types of Rates and Charges

(C) Nonrecurring Charges

(3) Service Rearrangements

Service rearrangements are changes to existing (installed) services which do not result in either a change in the minimum period requirements as set forth in Part 3, Section 5.6(E) of this guidebook or a change in the physical location of the point of the termination at a customer designated premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts. Changes in the physical location of the point of the termination are treated as moves and are described and charged for as set forth in Section 7.4.5. A change which results from a transfer of service is described and charged as set forth in Section 7.4.1(C) (4) and Part 11, Section 7.5.12 of this guidebook.

The charge to the customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves actual physical change to the service.

ACCESS SERVICE

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

7.4 General Rate Conditions7.4.1 Types of Rates and Charges(C) Nonrecurring Charges(3) Service Rearrangements

Administrative changes, as identified below, will be made without charge to the customer. Such changes require the continued provision and billing of the Access Service to the same entity (i.e., customer remains responsible for all outstanding indebtedness for the Access Service). Administrative changes are as follows:

- Change of customer name (i.e., the customer of record does not change but rather the customer of record changes its name -- e.g., AT&T-Long Lines to AT&T-Communications),
- Change of customer or customer's end user premises address when the change of address is not a result of a physical relocation of equipment,
- Change in billing data (name, address, or contact name or telephone number. The customer of record does not change),
- Change of customer circuit identification,
- Change of billing account number,
- Change of customer test line number,
- Change of customer or customer's end user contact name or telephone number, and
- Change of jurisdiction.

All other service rearrangements, including physical changes to existing services, will be charged for as follows:

- If the change involves the addition of other customer designated premises to an existing multipoint service, the nonrecurring charge for the local channel rate element(s) being added will apply. Nonrecurring charges for interoffice channel mileage may also apply.
- If the change involves the addition of other customer designated premises to an existing two-point service, resulting in a multipoint circuit configuration, the nonrecurring charge for the local channel rate element(s) being added will apply. Nonrecurring charges for interoffice channel mileage may also apply.
- If the change involves the disconnection of customer designated premises from an existing multipoint circuit resulting in a two-point circuit configuration, no charges will apply.
- If the change involves the addition of an optional feature or function which has a separate nonrecurring charge, that nonrecurring charge will apply.

ACCESS SERVICE

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

7.4 General Rate Conditions7.4.1 Types of Rates and Charges(C) Nonrecurring Charges(3) Service Rearrangements

- If the change involves changing (reconfiguring) an existing BellSouth Metro Ethernet Service Connection, appropriate charges provided in Section 7 of this guidebook.
- If the change involves the addition of a DS3 Network Interface Unit (NIU) to a LightGate service (a.k.a. BellSouth SPA Point to Point Network) or SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), the rates and charges for the NIU shall apply in addition to applicable SPA DS3 Service Date Advancement and SPA DS3 Service Date Advancement - Missed Appointment rates and charges as shown in Part 3, Section 5.1 of this guidebook.
- For all other changes, including the addition of optional features without separate nonrecurring charges, a charge equal to a Local Channel rate element nonrecurring charge will apply. When more than one Local Channel of the same type is rearranged in the same manner at the same time between the same locations, for the same customer, the first Local Channel rearranged is billed at the First Service Installed charge and the other Local Channels are billed Additional Service Installed charges. Only one such charge will apply per service termination, per change.

ACCESS SERVICE

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

7.4 General Rate Conditions

7.4.1 Types of Rates and Charges

(C) Nonrecurring Charges

(4) Transfer of Service

When a change in billing data (e.g., name, address, contact name, or telephone number) is requested in association with a change in the customer of record, transfer of service charges, as set forth in Section 7, Part 11 of this guidebook will apply. Charges are applied on a Billing Account Number (BAN) and per circuit basis.

⁽¹⁾ Previous material in this section has been de-tariffed pursuant to the Commission's

Wireline Broadband Order in CC Docket Nos. 02-33 and 01-337, released September 23, 2005.

Generally available terms and conditions associated with the de-tariffed service is

available at www.att.com/products.

ACCESS SERVICE

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

7.4 General Rate Conditions7.4.2 Surcharge for Special Access (a.k.a. BellSouth SPA) Service(A) General

In addition to the rates and charges described in Section 7.4.1, there is a monthly surcharge that applies to Special Access (a.k.a. BellSouth SPA) service.* The Special Access (a.k.a. BellSouth SPA) Surcharge compensates the Telephone Company for use of the local exchange network when Special Access (a.k.a. BellSouth SPA) service is connected to a PBX or equivalent device which is capable of interconnecting the Special Access (a.k.a. BellSouth SPA) service with local exchange service.

The Telephone Company will automatically bill the surcharge on each Special Access (a.k.a. BellSouth SPA) service installed irrespective of whether the interconnection capability exists in the customer's premises equipment or in a Centrex Type Services switch unless written certification is received from the customer certifying exemption status as set forth in Section 7.4.2(B).

(B) Special Access (a.k.a. BellSouth SPA) Surcharge Exemptions

The Special Access service will be exempted from the surcharge if the customer provides the Telephone Company written certification that the Special Access (a.k.a. BellSouth SPA) service termination is one of the following:

- (1) an open-end termination in a Telephone Company switch of an FX line, including CCSA and CCSA-equivalent ONALS; or
- (2) an analog Local Channel that is used for radio or television program transmission; or
- (3) a termination used for TELEX service; or

* Effective June 1, 1986, Special Access (a.k.a. BellSouth SPA) Surcharge Conditions apply to Special Access (a.k.a. BellSouth SPA) used for WATS Access Lines (a.k.a. BellSouth SPA WATS Lines). On that date, the Telephone Company will begin to bill such surcharge for Special Access (a.k.a. BellSouth SPA) facilities used for WATS Access Lines (a.k.a. BellSouth SPA WATS Lines) presently in service. Payment of any Special Access (a.k.a. BellSouth SPA) Surcharge billed on Special Access (a.k.a. BellSouth SPA) facilities used for WATS Access Lines (a.k.a. BellSouth SPA WATS Lines) in service as of June 1, 1986, may be deferred, without penalty, for up to ninety (90) days from the date of the first bill rendered for such Special Access (a.k.a. BellSouth SPA) Surcharge.

ACCESS SERVICE

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

7.4 General Rate Conditions7.4.2 Surcharge for Special Access (a.k.a. BellSouth SPA) Service(B) Special Access (a.k.a. BellSouth SPA) Surcharge Exemptions

- (4) a termination that by the nature of its operating characteristics could not make use of Telephone Company common lines; or
- (5) a termination that interconnects either directly or indirectly to the local exchange network where the usage is subject to Carrier Common Line charges* such as, where the Special Access (a.k.a. BellSouth SPA) service accesses only BellSouth SWA FGA and no local exchange lines, or Special Access (a.k.a. BellSouth SPA) service between customer points of termination or Special Access (a.k.a. BellSouth SPA) service connecting CCSA or CCSA-type equipment (inter-machine trunks); or
- (6) a termination that the customer certifies to the Telephone Company is not connected to a PBX or other device capable of interconnecting the special access facility to a local exchange subscriber line.

(C) Exemption Certification

- (1) Special Access (a.k.a. BellSouth SPA) services, which are terminated as set forth in Section 7.4.2(B), will be exempted from the Special Access (a.k.a. BellSouth SPA) Surcharge if the customer provides the Telephone Company with a written notification certifying exemption. Such notification shall be provided by the customer (1) at the time the Special Access (a.k.a. BellSouth SPA) service is ordered or installed; (2) at such time as the Special Access (a.k.a. BellSouth SPA) service is reterminated to a device not capable of interconnecting to the local exchange network, or (3) at such time as the Special Access (a.k.a. BellSouth SPA) service becomes associated with a BellSouth SWA service that is subject to Carrier Common Line charges.

* Resellers of WATS Access Line (a.k.a. BellSouth SPA WATS Line) Service may be exempted from paying CCL Charges during the transition period of June 1, 1986 to January 1, 1987. However, they should not be assessed any Special Access (a.k.a. BellSouth SPA) Surcharge on the closed end.

ACCESS SERVICE

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

7.4 General Rate Conditions7.4.2 Surcharge for Special Access (a.k.a. BellSouth SPA) Service(C) Exemption Certification

- (2) If written certification is not received at the time the Special Access (a.k.a. BellSouth SPA) service is obtained, the surcharge will be applied. Exempt status will become effective on the certification date indicated by the customer, subject to the conditions in Section 7.4.2(D).
- (3) The exemption certification is to be provided by the customer ordering the service. The certification must be signed by the customer or authorized representative and include the category of exemption, as set forth in Section 7.4.2(B), for each termination, and the date which the exemption is effective.
- (4) The customer shall also notify the Telephone Company when an exempted Special Access (a.k.a. BellSouth SPA) service is changed or reterminated such that the exemption is no longer applicable.

(D) Crediting the Surcharge

The Telephone Company will cease billing the Special Access (a.k.a. BellSouth SPA) Surcharge when certification that the Special Access (a.k.a. BellSouth SPA) service has become exempt from the surcharge, as set forth in (B) preceding is received. If the status of the Special Access (a.k.a. BellSouth SPA) service was changed prior to receipt for the exemption certification, the Telephone Company will credit the customer's account, not to exceed ninety (90) days, based on the effective date of the change specified by the customer in the letter of certification.

(E) Application of Rates

- (1) The monthly Special Access (a.k.a. BellSouth SPA) Surcharge applies to Special Access (a.k.a. BellSouth SPA) services arranged, as set forth in Section 7.4.2(A), on a per voice equivalent basis as shown in the following example.

ACCESS SERVICE

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

7.4 General Rate Conditions7.4.2 Surcharge for Special Access (a.k.a. BellSouth SPA) Service(E) Application of Rates

(1) (Cont'd)

<u>Special Access Service</u>	<u>Voice Grade Equivalent</u>		<u>Surcharge</u>	<u>Monthly Charge</u>
Voice Grade (a.k.a. BellSouth SPA DSO VG)	1	X	\$25.00	\$ 25.00
Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)				
Group Level	12	X	\$25.00	\$300.00
DS1	24	X	\$25.00	\$600.00

(2) In the case of multipoint Special Access (a.k.a. BellSouth SPA) service, one Special Access (a.k.a. BellSouth SPA) Surcharge will apply for each termination at a customer designated premises except that no surcharge applies at the customer designated premises at which the Access Service is connected to Interstate Service.

(3) The Telephone Company will bill the surcharge to the customer who orders the Special Access (a.k.a. BellSouth SPA) service unless the Service is exempt as set forth in Section 7.4.2(B). The rate for the Special Access (a.k.a. BellSouth SPA) Surcharge is set forth in Part 11, Section 7.5 of this guidebook.

7.4.3 Message Station Equipment Recovery Charge*

The Message Station Equipment Recovery Charge is a charge to recover that portion of message station equipment that is assigned to Special Access (a.k.a. BellSouth SPA) service.

* Effective June 1, 1986, Special Access (a.k.a. BellSouth SPA) Message Station Equipment Recovery charges apply to WATS Access Lines (a.k.a. BellSouth SPA WATS Lines). On that date, the Telephone Company will begin to bill such charges for Special Access (a.k.a. BellSouth SPA) facilities used for WATS Access Lines (a.k.a. BellSouth SPA WATS Lines) presently in service. Payment of any message Station Equipment Recovery Charge billed on Special Access (a.k.a. BellSouth SPA) facilities used for WATS Access Lines (a.k.a. BellSouth SPA WATS Lines) in service as of June 1, 1986, may be deferred, without penalty, for up to ninety (90) days from the date of the first bill rendered for such message Station Equipment Recovery Charge.

ACCESS SERVICE

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

7.4 General Rate Conditions

7.4.3 Message Station Equipment Recovery Charge

Pursuant to CC Docket 83-1145 Memorandum Opinion and Order adopted by the Federal Communications Commission on November 8, 1984 and released on November 9, 1984, this charge is assessed only to those customers to which the Special Access (a.k.a. BellSouth SPA) Surcharge applies. The rate for the Message Station Equipment Recovery Charge is set forth in Part 11, Section 7.5 of this guidebook.

7.4.4 Minimum Periods

The minimum service period for all services is one month except as specified following. The minimum service period for SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) is four months. The minimum service periods for LightGate service (a.k.a. BellSouth SPA Point to Point Network) are specified in Part 11, Section 7.4.9 of this guidebook.

ACCESS SERVICE

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

7.4 General Rate Conditions7.4.5 Moves

A move involves a change in the physical location of one of the following:

- The Point of Termination at the customer's premises
- The customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

(A) Moves Within the Same Building

When a service is moved to a new location within the same building, the charge for the move will be an amount equal to one-half of the first service installed nonrecurring charge for the service termination affected. When a group of like services is moved to the same location inside a customer premises at the same time, the appropriate charges will be: one-half the first service installed nonrecurring charge for the first service moved of the group; and one-half the additional service installed nonrecurring charge for additional like services of that group. There will be no change in the minimum period requirements.

(B) Moves To a Different Building

Moves to a different building (customer premises) in a wire center serving area different than the customer's existing serving wire center serving area will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. Service will not be available simultaneously at both the original and new customer locations. New minimum period requirements may be established for the rearranged services in accordance with the conditions for a service. The customer will also remain responsible for satisfying all outstanding minimum period charges for the original service locations. When the move involves a multipoint service, the nonrecurring charge will apply per rate element affected.

Moves to a Telephone Company-provided BellSouth Expanded Interconnection Service arrangement, where the customer's and interconnector's existing wire center is the same, will be treated as a service move rather than a discontinuance and start of service. Cross Connect rates, nonrecurring charges, and optional feature and function charges in Section 13 of this guidebook will apply. In addition, service reconfiguration charges are applicable per customer request and per circuit moved as contained in this guidebook. Individual services will not be available simultaneously at both the original premises location and new wire center interconnection space. Additional cooperative end-to-end testing is available and will be conducted by the Telephone Company when requested at rates and charges contained in Section 13 of this guidebook. New minimum period requirements may be established for the rearranged services in accordance with the conditions for a service. The customer will remain responsible for satisfying all outstanding minimum period charges for the original service locations. When the move involves a multipoint service, the nonrecurring charge will apply per rate element affected.

ACCESS SERVICE

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

7.4 General Rate Conditions7.4.5 Moves(B) Moves To a Different Building

Moves to a different building (customer premises) in the customer's existing serving wire center serving area will be treated as a service move rather than a discontinuance and start of service. Nonrecurring charges for the new local channel will apply as well as any optional feature and function charges for that local channel. In addition, service reconfiguration charges are applicable per customer request and circuit moved as contained in Part 11, Section 7.5 of this guidebook. Service will not be available simultaneously at both the original and new customer locations. Additional cooperative end-to-end testing is available and will be conducted by the Telephone Company at a customer's request at rates and charges contained in Section 13.3.5(B). New minimum period requirements may be established for the rearranged services in accordance with the conditions for a service. The customer will also remain responsible for satisfying all outstanding minimum period charges for the original service locations. When the move involves a multipoint service, the nonrecurring charge will apply per rate element affected.

7.4.6 Mileage Measurement

Except as noted, the mileage to be used to determine the monthly rate for the Interoffice Channel is calculated on the airline distance between the locations involved, i.e., the serving wire centers associated with two customer-designated premises, a serving wire center associated with a customer-designated premises and a Telephone Company Hub or two Telephone Company Hubs. The serving wire center associated with a customer-designated premises is the serving wire center from which the customer-designated premises would normally obtain dial tone.

When service is provided from an alternate serving wire center, as described in Section 7.2.9(A), interoffice mileage is calculated on the airline distance from or to the alternate serving wire center in lieu of the wire center from which the customer-designated premises would normally receive dial tone.

ACCESS SERVICE

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

7.4 General Rate Conditions7.4.6 Mileage Measurement

Mileage is shown in Part 11, Section 7.5 of this guidebook in terms of mileage bands. To determine the rate to be billed, first compute the mileage using the V&H coordinates method, as set forth in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, then find the band into which the computed mileage falls and apply the rates shown for that band. When the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage band and applying the rates.

When Hubs are involved, either due to customer-specified bridging or channelization or for the specific provisioning of a service, mileage is computed and rates applied separately for each section of the Interoffice Channel, i.e., customer designated premises serving wire center to Hub, Hub to Hub and/or Hub to customer designated premises serving wire center. Hubs are not utilized as interoffice channel mileage measurement points where the Telephone Company chooses to route the service through a Hub for other purposes.

SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) Local Channel, Alternate Central Office Channel and Internodal Channel rates are also distance sensitive. They are measured per quarter airline mile or fraction thereof from the customer's designated premises to the Serving Wire Center, Alternate Central Office, or other Customer Nodes. V&H coordinates are derived for each customer location through the use of longitude and latitude measurements. Using the V&H coordinate method as set forth in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, compute the mileage, convert to quarter miles, and multiply the appropriate per quarter mile rate by the distance involved. Any portion of a quarter mile will always round up to the next quarter mile before determining the mileage and applying the rate.

The SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) Interoffice Channel mileage is calculated per quarter airline mile between two directly connected central office's on the ring. Interoffice Channel mileage is computed by using the V&H coordinates method as set forth in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. To determine the rate to be billed, multiply the appropriate per quarter mile rate by the distance involved. Fractions of a quarter mile always round up to the next quarter mile before determining the mileage and applying the rate.

ACCESS SERVICE

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

7.4 General Rate Conditions7.4.6 Mileage Measurement

LightGate service(a.k.a. BellSouth SPA Point to Point Network) local channel system and SAFT Levels I and II monthly rates are distance sensitive and are measured per half airline mile, or fraction thereof, from a customer's serving wire center to the customer's designated premises. This mileage is developed by the Telephone Company in a multi-step process. Initially, the customer's street address location is taken and converted into its geographic coordinates of latitude and longitude utilizing the United States Government's land based, postal, geographic registration data base (TIGER). Precise determination of location is assured thru the use of specific postal address numbers, county, town, zip code, telephone area code and NXX information, CLLI information where available, and also known distances to street intersections if necessary. The specific mapping process from street address to corresponding latitude - longitude is available and may be obtained by requesting TIGER data from the Bureau of Census, Washington, D.C. 20233.

Following this, a customer's latitude and longitude are converted to V&H coordinates utilizing the standard algorithm calculation method originally developed by Bell Laboratories and currently used for interoffice mileage calculations in this guidebook. The calculation process converts latitude and longitude geographic points, based upon the ellipsoidal shape of the earth, and maps them to the planar map of the V&H Coordinate system that is used for standard mileage measurements. Detailed information regarding the specific equations utilized in this process are available from BELLCORE, Attn.: Executive Director - Language Standards, Room RRC4A801, 444 Hoes Lane, Piscataway, N.J. 08854.

The final step of the mileage calculation process utilizes the V&H coordinates of the customer's location and the Telephone Company's serving wire center to compute the airline mileage. The mileage is calculated using the method as set forth in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. Any portion of a half mile will always round up to the next half mile before determining the mileage and applying the rate.

ACCESS SERVICE

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

7.4 General Rate Conditions

7.4.6 Mileage Measurement

Local channel system mileage rates are calculated by multiplying the monthly rate per additional half mile by the number of additional half miles, not including the initial half mile of facilities included in the system rate. SAFT Levels I and II mileage rates are in addition to the local channel mileage rates preceding and are calculated by multiplying the monthly rate per half mile by the number of half miles, including the initial half mile of protection facilities. Information about local channel mileage and associated mileage charges will be provided by the Telephone Company without incurring any service obligations. Mileage for local channel systems is computed and rates applied separately from interoffice channels.

ACCESS SERVICE

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

7.4 General Rate Conditions7.4.7 Facility Hubs

A customer has the option of ordering digital high capacity facilities (i.e., STS-1, OC-3, OC-12, OC-48, or OC-192) to a facility Hub for channelizing to individual services requiring lower capacity facilities.

Different locations may be designated as Hubs for different facility capacities, e.g., channelization from digital to digital may occur at one location while channelization from digital to analog may occur at a different location. When ordering, the customer will specify the desired channelization Hub(s) selected from National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. This guidebook identifies the type(s) of channelization functions which are available and the serving wire centers at which they are available.

Some of the types of channelization available include the following:

- from higher to lower bit rate
- from higher to lower bandwidth
- from digital to voice frequency channels

End to end services may be provided on channels of these facilities to a Hub. The transmission performance for the end to end service provided between customer designated premises will be that of the lower capacity or bit rate.

The Telephone Company will commence billing the monthly rate for the facility to the Hub on the date specified by the customer on the service order. Individual services utilizing these facilities may be installed coincident with the installation of the facility to the Hub or may be ordered and/or installed at a later date, at the option of the customer. The customer will be billed for a high capacity digital Local Channel, Interoffice Channel (when applicable) and the Basic Channelization System at the time the facility is installed. DS1 and DS0 Basic Channelization Systems require a Central Office Channel Interface for activation of each lesser capacity channel. Individual service rates (by service type) will apply for a Local Channel, Central Office Channel Interface(s), and/or an additional Interoffice Channel (as required) for each channelized service. These will be billed to the customer as each individual service is installed.

ACCESS SERVICE

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

7.4 General Rate Conditions7.4.7 Facility Hubs

Cascading channelization occurs when a high capacity (a.k.a. BellSouth SPA High Capacity) digital channel is channelized to provide channels with a lesser capacity and one of the lesser capacity channels is further channelized.

When cascading channelization is performed, whether in the same or a different Hub, a charge for the additional Basic Channelization System and Central Office Channel Interface(s) also applies. When cascading channelization is performed at different Hubbing locations, Interoffice Channel charges also apply between the Hubs.

7.4.8 Shared Use Analog and Digital High Capacity (a.k.a. BellSouth SPA High Capacity) Services

Shared use occurs when Special Access (a.k.a BellSouth SPA) service and BellSouth SWA service are provided over the same High Capacity Special Access facility through a common interface. The Special Access monthly rate for the Local Channel, Interoffice Channel, if applicable Basic Channelization System and Central Office Channel Interface (s) will apply, regardless of whether any individual channels of the shared Special Access (BellSouth SPA) facility are used for Special Access (BellSouth SPA) service, BellSouth SWA service, or any other type of service. The practice known as "ratcheting" (to apply non-Special Access rates on a proportional basis) shall not apply in any circumstance.

ACCESS SERVICE

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

7.4 General Rate Conditions

7.4.8 Shared Use Analog and Digital High Capacity (a.k.a. BellSouth SPA High Capacity) Services

ACCESS SERVICE

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

7.4 General Rate Conditions

7.4.8 Shared Use Analog and Digital High Capacity (a.k.a. BellSouth SPA High Capacity) Services

ACCESS SERVICE

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

7.4 General Rate Conditions

7.4.8 Shared Use Analog and Digital High Capacity (a.k.a. BellSouth SPA High Capacity) Services

Section not in use.

Section not in use.

Section not in use.

11.1 General

The services provided under this guidebook are provided over such routes and facilities as the Telephone Company may elect. Special Facilities Routing is involved when, in order to comply with requirements specified by the customer, the Telephone Company provides Special Access (a.k.a. BellSouth SPA) service in a manner which includes one or more of the following conditions:

Diversity

Two or more services must be provided over not more than two different physical routes.

Avoidance

A service must be provided on a route which avoids specified geographical locations.

Cable-Only Facilities

Certain Voice Grade (a.k.a. BellSouth DS0 VG) services are provided on Cable-Only Facilities to meet the particular needs of a customer.

Service is provided subject to the availability of Cable-Only facilities. In the event of service failure, restoration will be made through the use of any available facilities as selected by the Telephone Company.

Avoidance and Diversity are available on Metallic (a.k.a. BellSouth SPA Metallic), Telegraph Grade (a.k.a. BellSouth SPA Telegraph), Voice Grade (a.k.a. BellSouth SPA DS0 VG), Video (a.k.a. BellSouth SPA Video), Wideband Analog (a.k.a. BellSouth SPA Wideband Analog), Wideband Data (a.k.a. BellSouth SPA Wideband Data), Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data), High Capacity (a.k.a. BellSouth SPA High Capacity) services as set forth in Part 13, Section 7, par. 7.1.5. Cable-Only Facilities are available for Voice Grade (a.k.a. BellSouth SPA DS0 VG) service set forth in Part 13, Section 7, par. 7.2.3.

In order to avoid the compromise of special routing information, the Telephone Company will provide the required routing information for each specially routed service to only the ordering customer. If requested by the customer, this information will be provided when service is installed and prior to any subsequent changes in routing.

11.1 General (Cont'd)

The offering of Special Facilities Routing of Access Services contemplates the use of existing facilities. Should facilities not be available, it may be necessary to construct such facilities, either as (1) normal or (2) Special Construction. If Special Construction is involved, the regulations as set forth in the Part 1, Section 8 apply. In either case of (1) or (2) preceding, the rates and charges for administration and any other specific items of cost directly attributable to the provision of this service shall be filed in BellSouth Telecommunications Tariff F.C.C. No. 1.

The rates and charges for Special Facilities Routing of Access Services as set forth in 11.2 following are in addition to all other rates and charges that may be applicable for services provided under other sections of this guidebook.

11.2 Rates and Charges

The rates and charges for Special Facilities Routing of Access Services will be developed on an individual case basis.

Section not in use.

13.

