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E5. ORDERING OPTIONS FOR BellSouth SPECIAL ACCESS (a.k.a. BELL SOUTH SPA) SERVICE

E5.1 General

E5.1.1 Scope

- A. This section sets forth the regulations and order related charges for Access Orders for BellSouth 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.
- B. An Access Order is the customer's request for the Company to provide the customer BellSouth Special Access service (a.k.a. BellSouth SPA) or to provide modifications to existing service. An Access Order may be submitted by Access Service Request (ASR) or by such other ordering processes as the Company may provide. Depending upon the services, facilities or service interval dates requested, one or more Access Orders may be required to provide the customer with access service. (D)

E5.1.2 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 BellSouth to provide and bill for the requested service. In addition to the order information required in Section E5.2, 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.
- C. A customer that orders services from this Tariff as an Enhanced Service Provider (ESP), must provide a signed statement that it meets the ESP definition as provided in Section E2.6.
- D. **DELETE**
- E. **DELETE**
- F. **DELETE**
- G. The day upon which the customer has provided to BellSouth a firm commitment for the service and complete and accurate information to allow for the processing of the Access Order *by two o'clock p.m. Central Standard Time (CST)*¹ is the Application Date. BellSouth will release an optional initial Pending Order Confirmation, which will include the BellSouth order number and circuit identification. At the customer's request, when the BellSouth 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.
- A Pending Order Confirmation is available for orders for BellSouth-provided switched access dedicated transport services, where ordered separately from other switched access services, and for BellSouth-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.
- H. The following charges will apply for the installation, move or rearrangement of BellSouth Special Access (a.k.a. BellSouth SPA) service orders with an agreed upon service date interval of four business days or less following the Application Date of the order. These charges are in addition to other applicable BellSouth Special Access (a.k.a. BellSouth SPA) nonrecurring charges for installations, moves or rearrangements of service. These charges will not apply to services provided on a Special Services Arrangement or on an Individual Case Basis, or in the event the agreed upon Service Date, as set forth preceding, is not met, or at the request of the customer to convert from a lower to higher order of service as provided for in Section E2.4.9A in this Tariff.
1. Per Service Order

	Nonrecurring Charge	USOC SOCSP
(a) Special Access (a.k.a. BellSouth SPA)	\$345.00	
(b) DELETE		

Note 1: Access Orders received after two o'clock p.m. CST will be processed the next business day, which will be the Application Date.

E5. ORDERING OPTIONS FOR BellSouth (D)
SPECIAL ACCESS (A.K.A. BELL SOUTH SPA) SERVICE (D)

E5.1 General (Cont'd)

E5.1.3 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 E5.1.3.B. The rates and charges for these services, as set forth in other sections of this Tariff, 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. (T)
- B. With the agreement of *BellSouth*, the items listed in A. preceding 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 E5.2.3.F will apply when an engineering review is required. (T)
- C. Additional Engineering is not an ordering option, but will be applied to an Access Order when *BellSouth* determines that Additional Engineering is necessary to accommodate a customer request. Additional Engineering will only be required as set forth in Section E13.1. 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 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 percent. (T)
- D. The regulations, rates and charges for Additional Engineering are as set forth in Section E13.1 and are in addition to the regulations, rates and charges specified in this section. (T)

E5.1.4 Special Construction

- A. The regulations, rates and charges for special construction are set forth in Section E14 and are in addition to the regulations, and charges specified in this section. (D)

**E5. ORDERING OPTIONS FOR BellSouth
SPECIAL ACCESS (A.K.A BELL SOUTH SPA) SERVICE**

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E5.2 Access Order

E5.2.1 Provision of Service

A. An Access Order is used by the Company to provide to a customer Access Service as follows:

1. **DELETE**

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2. Special Access (*a.k.a. BellSouth SPA*) as described in Section E7 and

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3. Other Services as set forth in E5.1.3.

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B. **DELETE**

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**E5. ORDERING OPTIONS FOR BellSouth
SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE**

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E5.2 Access Order (Cont'd)

E5.2.1 Provision of Service (Cont'd)

B. DELETE

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**E5. ORDERING OPTIONS FOR BellSouth
SPECIAL ACCESS (A.K.A BELLSOUTH SPA) SERVICE**

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E5.2 Access Order (Cont'd)

E5.2.1 Provision of Service (Cont'd)

B. DELETE

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C. DELETE

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**E5. ORDERING OPTIONS FOR BELLSOUTH
SPECIAL ACCESS (A.K.A BELLSOUTH SPA) SERVICE**

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E5.2 Access Order (Cont'd)

E5.2.1 Provision of Service (Cont'd)

C. DELETE

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**E5. ORDERING OPTIONS FOR BELL SOUTH
SPECIAL ACCESS (A.K.A BELL SOUTH SPA) SERVICE**

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E5.2 Access Order (Cont'd)

E5.2.1 Provision of Service (Cont'd)

D. **DELETE**

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E. **DELETE**

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F. **DELETE**

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**E5. ORDERING OPTIONS FOR BellSouth
SPECIAL ACCESS (a.k.a. BellSouth SPA) SERVICE**

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E5.2 Access Order (Cont'd)

E5.2.1 Provision of Service (Cont'd)

- F. **DELETE** (D)
- G. **DELETE** (D)
- H. For all Special Access (*a.k.a. BellSouth SPA*) services, the customer must specify the customer premises or Hubs involved, the channel type (e.g., Voice Grade(*a.k.a. BellSouth SPA DSO VG*), High Capacity(*a.k.a. BellSouth SPA High Capacity*), etc.), the channel interface, technical specification package and options desired. When ordering to a Hub, no interface combinations are required but Hub functions must be specified. For multipoint services, the channel interface at each premises may, at the request of this customer, be different but all such interfaces shall be compatible.
- I. **DELETE** (D)
- J. Where the Special Access (*a.k.a. BellSouth SPA*) service is subject to the surcharge, as set forth in Section E7 and the customer does not use the Special Access (*a.k.a. BellSouth SPA*) service as described and desires an exemption from the surcharge, it shall furnish with the order the certification as set forth in Section E7. (D)
- K. For WATS Access Line Service (*a.k.a. BellSouth SPA WATS Line*), the customer must also specify the type of calling (i.e., Originating Only or Terminating Only) 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 Company will provide the service to the nearest wire center where the capability exists. In these circumstances, the customer will be so notified and the order will be changed to designate the appropriate premises. No charge will apply for the change. (D)
- L. **DELETE** (D)
- M. **DELETE** (D)
- N. **DELETE** (D)
- O. For *BellSouth* Billing Name and Address (BNA) for Automatic Number Identification (ANI) service, in addition to the ordering conditions set forth in Section E5.1.2, the IC shall also provide the following: (T)
 - 1. The IC's Carrier Identification Code (CIC) or pseudo CIC code and Access Carrier Name Abbreviation (ACNA). In the event the IC does not have such an assignment the IC must contact the Company for this assignment.
 - 2. A list of Carrier Identification Codes (CICs) or pseudo CIC codes and Access Carrier Name Abbreviation (ACNA) for whom billing services are being performed.
 - 3. The established Company Carrier Access Billing System (CABS) Account (CO7) number and if no account exists the Company will establish a CO7 account for billing purposes.

**E5. ORDERING OPTIONS FOR BELL SOUTH
SPECIAL ACCESS (A.K.A. BELL SOUTH SPA) SERVICE**

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E5.2 Access Order (Cont'd)

E5.2.1 Provision of Service (Cont'd)

P. DELETE

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Q. When ordering BellSouth® Remote Access Service, in addition to subscribing to the service by meeting the conditions set forth in Sections E5.1.2 and E5.2.1.B.1, the customer shall:

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1. coordinate their access service request through a customer account team;
2. populate the project field on the access service request with "BST-RAS", and
3. negotiate service intervals for BellSouth® Remote Access Service.

E5.2.2 Reserved For Future Use

E5. ORDERING OPTIONS FOR BELLSOUTH SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E5.2 Access Order (Cont'd)

E5.2.3 Access Order Modifications

- A. The customer may request a modification of its access order at anytime prior to notification by the Company that service is available for the customer's use. The Company will make every effort to accommodate a 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, the Company will notify the customer. If the customer still desires the access order modification, the Company will schedule a new service date. All charges for access order modification will apply on a per occurrence basis. (D)
- 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 ordered by a customer, these changes will be made without order modification charges being incurred by the customer.
- D. Service Date Change Charge
 - 1. 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. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the 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 Company and re-issued with the appropriate cancellation charges applied, unless the customer indicates that billing for the service is to commence as set forth in Section E5.2.4.A.
 - 2. Failure to notify the 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 Company technician is dispatched to the Customer's premises on the scheduled service date and the customer has failed to notify the Company before two o'clock p.m. CST on the business day prior to the scheduled service date that it wishes to change the service date, the 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 E5.2.3.D.4(a). 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 E5.2.4. 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.
 - 3. A new service date may be established that is prior to the original service date if the Company determines it can accommodate the customer's request without delaying service dates for orders of other customers.
 - 4. 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 E5.2.3.D.2. The applicable charges are:

	Nonrecurring Charge	USOC
(a) Service Date Change Charge, per Order	\$26.21	OMC
(b) Service Date Change-Additional Dispatch Charge, per occurrence	\$150.00	OMCAD
 - 5. 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. (M)

**E5. ORDERING OPTIONS FOR BELLSOUTH
SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE**

E5.2 Access Order (Cont'd)

E5.2.3 Access Order Modifications (Cont'd)

G. (DELETED)

E5.2.4 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 Company that the service is available for the customer's use. The cancellation date is the date the Company receives written notice from the customer that the order is to be cancelled.

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- B. When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:
 - 1. Costs incurred in conjunction with the provision of BellSouth Special Access BellSouth SPA service starts on the Application Date as defined in Section E5.2.4.B.4.b.
 - 2. When the customer cancels an access order prior to the Design Layout Report Date, as defined in Section E5.2.4.B.4.b no charges shall apply.
 - 3. When the customer cancels an Access Order on or after the Design Layout Report Date, a charge equal to the estimated costs incurred by the Company shall apply. Such charge is determined as specified in Section E5.2.4.B.4.e.

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E5. ORDERING OPTIONS FOR BELLSOUTH SPECIAL ACCESS (A.K.A BELLSOUTH SPA) SERVICE

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E5.2 Access Order (Cont'd)

E5.2.4 Cancellation Of An Access Order (Cont'd)

B. (Cont'd)

4. Charges applicable as specified in Section E5.2.4.B.3 are based on the estimated costs incurred by the Company at the time the order is cancelled. The estimated costs incurred are determined based on the following: (T)
 - a. Certain Company critical dates are associated with an access order provisioning interval whether standard or negotiated. These dates are used by the Company to monitor the progress of the provisioning process. At any point in the access order interval the Company is able to determine which critical date was last completed and can thus determine what percentage of the Company's provisioning costs have been incurred as of that critical date.
 - b. The critical dates tracked by the Company are as follows:
 - Application Date (APP): The date the customer provides to the Company, (1) a firm commitment for service and (2) sufficient information as detailed in Section E5.1 to enable the Company to begin service provisioning. This is also the order date. (T)
 - Scheduled Issue Date (SID): The date that the order is to enter the 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.
 - 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 Company at a particular critical date varies by the type of service as shown in Section E5.2.4.B.4.d.. (T)

**E5. ORDERING OPTIONS FOR BELL SOUTH
SPECIAL ACCESS (A.K.A. BELL SOUTH SPA) SERVICE**

E5.2 Access Order (Cont'd)

E5.2.4 Cancellation Of An Access Order (Cont'd)

B. (Cont'd)

4. (Cont'd)

- d. When a customer cancels an access order, or part of an access order, before the service date, the 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 e. following for the critical date last completed on the order¹.
- e. Cancellation Charge Percentages

Type Service/ Critical Dates	After: Before:	APP SID	SID LAM	LAM EIRD	EIRD DLRD	DLRD RID	RID DVA
SPECIAL ACCESS (a.k.a BellSouth SPA)							
WATS (a.k.a. BellSouth SPA)		1.6%	5.9%	9.4%	12.6%	16.0%	22.3%
Voice Grade (a.k.a. BellSouth SPA DSO VG)		1.6%	5.9%	9.4%	12.6%	16.0%	22.3%
High Capacity (a.k.a. BellSouth SPA High Capacity)		7.9%	17.8%	19.9%	23.3%	28.1%	34.9%
Digital Data Access (a.k.a. BellSouth SPA DSO Digital Data)		1.6%	5.9%	9.4%	11.1%	21.8%	23.8%
BellSouth Metro Ethernet service		11.6%	33.1%	42.9%	44.8%	47.3%	53.1%

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Type Service/ Critical Dates	After: Before:	DVA WOT	WOT FCD	FCD PTD	PTD DD	DD
SPECIAL ACCESS (a.k.a BellSouth SPA)						
WATS (a.k.a. BellSouth SPA)		35.9%	45.4%	58.1%	84.7%	100.0%
Voice Grade (a.k.a. BellSouth SPA DSO VG)		35.9%	45.4%	58.1%	84.7%	100.0%

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Note 1: As set forth in Section E5.2.4.B of this Guidebook, when a customer cancels an order prior to the Design Layout Report Date, no cancellation charges apply.

**E5. ORDERING OPTIONS FOR BELL SOUTH
SPECIAL ACCESS (A.K.A. BELL SOUTH SPA) SERVICE**

E5.2 Access Order (Cont'd)

E5.2.4 Cancellation Of An Access Order (Cont'd)

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e. Cancellation Charge Percentages (Cont'd)

Type Service/ Critical Dates	After: Before:	DVA WOT	WOT FCD	FCD PTD	PTD DD	DD
High Capacity (a. k. a. BellSouth SPA High Capacity)		48.1%	57.7%	63.9%	84.1%	100.0%
Digital Data Access (a. k. a. BellSouth SPA DSO Digital Data)		34.2%	41.0%	52.5%	81.5%	100.0%
BellSouth Metro Ethernet service		53.1%	69.9%	85.6%	94.9%	100.0%

5. The provisions of Sections E5.2.B.4.1-4 above shall not apply to cancellations of Access Orders for AT&T Switched Ethernet Service. Cancellation charges for AT&T Switched Ethernet Service are applied based upon the tiered fee schedule outlined below. When a customer cancels an Access Order (or a part of an order) for AT&T Switched Ethernet Service, cancellation charges will apply, even when nonrecurring installation charges would otherwise be waived. Cancellation charges will be calculated based on the number of calendar days between the Company's receipt of the Access Order and the cancellation date. A cancellation charge will apply on a per port connection basis as shown in the table below:

USOC	Cancellation Date – Calendar Days After Receipt of Order	Cancellation Charge (Per Port Connection)
NRFSC	0-10	\$0.00
NRFSD	11-30	\$0.00
NRFSE	31-60	\$2,000.00
NRFSE	61+	\$3,000.00

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- C.** When a customer cancels an order service for BellSouth Dedicated Ring, SMARTRing service (a.k.a. BellSouth Dedicated Ring) or BellSouth Wavelength 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 Dedicated Ring, SMARTRing service (a.k.a. BellSouth Dedicated Ring) or BellSouth Wavelength 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 Section E5.2.6 and E7.4 of this guidebook at the month-to-month rates set forth in Section E7.5 of this Guidebook. Such charges will be billed in addition to and subsequent to the cancellation charges set forth in Section E5.2.4.B.
- D.** When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- E.** If the Company misses a service date by more than thirty days due to circumstances over which it has direct control (excluding, e.g., acts of God, governmental requirements, work stoppages and civil commotions), the customer may cancel the Access Order without incurring cancellation charges.

E5. ORDERING OPTIONS FOR BELL SOUTH SPECIAL ACCESS (A.K.A. BELL SOUTH SPA) SERVICE

E5.2 Access Order (Cont'd)

E5.2.5 Selection Of Facilities For Access Orders

- A. When a customer places an Access Order, the customer 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 Company will provide the service from available inventory as discussed in Section E5.3 of this Guidebook.
- 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 as set forth in Section E11 of this Guidebook.

E5.2.6 Minimum Period

- A. Except as set forth in Section E2.4.2 of this Guidebook and Section E5.2.6.B., D., F., the minimum period for which charges are applicable for access service is one month.
- B. The minimum period for part-time Television service is one day even though the service will be provided only for the duration of the event specified on the order (e.g. one-half hour, two hours, five hours, etc.) (D)
- C. Service Rearrangements¹ and Transfer of Service as set forth in Section E7, Special Access (a.k.a. BellSouth SPA), respectively, may be made without a change in minimum period requirements.
- D. The minimum service period for BellSouth Wavelength service, BellSouth Dedicated Ring, *BellSouth Metro Ethernet service¹* and SMARTRing service (a.k.a. BellSouth Dedicated Ring) is 4 months.
- E. Changes other than those identified in Section E7¹ 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.

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

1. **DELETE**
 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) to another, one type of BellSouth SWA service to another, or one type of BellSouth SWA Basic Serving Arrangement / BellSouth SWA Basic Serving Arrangement Technical Option to another except as set forth in Section 6.7 of Tariff FCC No. 1).
 3. A change in the type of BellSouth Special Access (a.k.a. BellSouth SPA) service local channel or Optical Transport Access Service Wavelength Channel.
 4. **DELETE**
 5. **DELETE**
 6. Change from two-point to multipoint Special Access (a.k.a. BellSouth SPA) service or from multipoint to two-point Special Access (a.k.a. BellSouth SPA) service.
- F. The minimum service period for BellSouth Remote Access Service is twelve months.
- G. A customer may request disconnect of an access service at any time after the service has been established. The customer must give the 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 Company first receives the disconnect notification, either written or verbal. The verbal notice must be followed by written confirmation within ten days.
- H. 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 Sections E2.4.9 and in E5.2.7. 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 E2.4.1.C of this Guidebook.

Note 1: Specific regulations for BellSouth Metro Ethernet service minimum period, service arrangements (reconfigurations) and changes are provided in Section E7.4.32 of this Guidebook.

E5. ORDERING OPTIONS FOR BELLSOUTH SPECIAL ACCESS (A.K.A. BELLOUTH SPA) SERVICE

E5.2 Access Order (Cont'd)

E5.2.7 Minimum Period Charges

- A. 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 following. When Access Service is disconnected after the expiration of the minimum period, billing for the service will be in accordance with Section E2.4.1. The disconnect date is the final date the customer has use of the service.

The Minimum Period Charge, for service provided with a one month minimum period will be determined as follows:

1. **DELETE**
2. **DELETE**
3. For Special Access (*a.k.a BellSouth SPA*) service, the charge for a month or fraction thereof is the applicable monthly rate for the service as set forth in Section E7.

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- B. All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

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- C. 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.

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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.

E5.2.8 Shared Use Facilities

Shared Use occurs when Switched *BellSouth SWA* and Special Access (*a.k.a BellSouth SPA*) services are provided over the same high capacity facility through a common interface. The facility may be ordered either as digital high capacity *BellSouth SWA* or Special Access (*a.k.a BellSouth SPA*).

Billing will commence for the high capacity facility as soon as the facility is turned over to the IC for use (i.e., on the service date.) Such billing will include charges for the *Special Access (a.k.a BellSouth SPA)* or Switched Local Channel, the Channelization Equipment (i.e., the multiplexer) and the interoffice transport mileage, if any. Nonrecurring installation charges will also apply at this time.

Such billing will continue until such time as the IC requests, by placing an order for service, that one or more of the derived channels be used in the provisioning of an end to end *BellSouth SWA* or Special Access (*a.k.a BellSouth SPA*) service. When the end to end service is turned over to the IC for use, the existing billing may be modified and billing for the end to end service will commence.

E5. ORDERING OPTIONS FOR BELL SOUTH SPECIAL ACCESS (A.K.A. BELL SOUTH SPA) SERVICE

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E5.2 Access Order (Cont'd)

E5.2.8 Shared Use Facilities (Cont'd)

When the original facility is ordered as Special Access (a.k.a. BellSouth SPA), the billing change to the existing facility, if any, will depend on whether the end to end service provisioned over the derived channel(s) is Special (a.k.a. BellSouth SPA) or BellSouth SWA. If Special Access (a.k.a. BellSouth SPA) service, the billing for the facility will not change but additional billing will commence for the end to end service provisioned over the facility. This billing will include an additional local channel(s) and interoffice mileage, if applicable, of a lower capacity level (e.g., voice grade).

When the original facility is ordered as Special Access (a.k.a. BellSouth SPA) and BellSouth SWA service is provisioned over a derived channel(s), the Special Access (a.k.a. BellSouth SPA) billing for the original facility will be reduced in direct proportion to the number of channels being utilized for BellSouth SWA service. For example, if six channels of DS1 are to be used for BellSouth SWA, the Special Access (a.k.a. BellSouth SPA) rate will be reduced by one fourth. The IC will be billed one fourth of the BellSouth SWA DS1 rate, plus all other applicable BellSouth SWA charges for the service provided.

When the original facility is ordered as BellSouth SWA, the billing change to the existing facility, if any, will depend on whether the end to end service provisioned over the derived channel(s) is BellSouth SWA or Special Access (a.k.a. BellSouth SPA) service. If BellSouth SWA service, the billing for the facility will not change but additional billing will commence for the end to end service provisioned over the facility. This billing will include local switching, carrier common line and additional interoffice transport at a lower capacity, if applicable.

When the original facility is ordered as BellSouth SWA and Special Access (a.k.a. BellSouth SPA) service is provisioned over a derived channel(s), the BellSouth SWA billing for the original facility will be reduced in direct proportion to the number of channels being utilized for Special Access (a.k.a. BellSouth SPA) service. For example, if six channels of a DS1 are to be used for Special Access (a.k.a. BellSouth SPA), the BellSouth SWA rate will be reduced by one fourth. The IC will be billed three fourths of the BellSouth SWA DS1 rate, plus all other applicable BellSouth SWA charges. The IC will be billed one fourth of the Special Access DS1 (a.k.a. BellSouth SPA DS1) rate, plus all other applicable charges for the Special Access (a.k.a. BellSouth SPA) service provided.

BellSouth Dedicated Ring is only available for Shared Use with SMARTRing[®] service (a.k.a. BellSouth Dedicated Ring) and vice versa. When these services are ordered for Shared Use Arrangements, all ring level components must be ordered as either BellSouth SWA or Special Access (a.k.a. BellSouth SPA) service.

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E5.3 Available Inventory

Available inventory is limited and does not include facilities previously ordered. The 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.

E5.4 Shared Network Arrangement

E5.4.1 DELETE

(D)

**E5. ORDERING OPTIONS FOR BELLSOUTH
SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE**

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(D)

E5.4 Shared Network Arrangement (Cont'd)

E5.4.1 DELETE

(D)