TARIFF DISTRIBUTION

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PURPOSE: Introduce hyperlink and exception to Switch Rate section. Introduce Price Flex with hyperlink and exception.

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BELLSOUTH TELECOMMUNICATIONS NORTH CAROLINA
ISSUED: May 24, 2013
BY: President - North Carolina
Charlotte, North Carolina

ACCESS SERVICES TARIFF

Fourth Revised Page 1
Cancels Third Revised Page 1

EFFECTIVE: July 2, 2013

E2. GENERAL REGULATIONS

E2.1 Undertaking of the Company

E2.1.1 Scope

A. Services provided to an IC under the provisions of this Tariff may be connected to facilities used by the IC for the purpose of extending such facilities of the IC between certain locations and thereby constitute a portion of an end-to-end intrastate telecommunications service furnished by the IC for its own use or for the use of end users.

B. The Company does not undertake to transmit messages under this Tariff.

C. The Company shall be responsible only for the installation, operation and maintenance of its services. The liability of the Company shall be limited to the provision of services under this Tariff and to the maintenance and operation of such services in a proper manner.

D. The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles and will not perform a complete technical parameter verification when not deemed necessary by the Company.

E. Services are provided 24 hours daily, seven days per week except as set forth in applicable sections of this Tariff for temporary suspension of service.

E2.1.2 Limitations

A. The IC may not assign or transfer the use of services provided under this Tariff, except as provided herein. Where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:

1. Another IC, 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 or transfer, the written acknowledgement of the Company is required prior to such assignment or transfer. Such acknowledgement shall be made within fifteen days from the receipt of notification. All regulations and conditions contained in this Tariff 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, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

C. Subject to compliance with the rules mentioned in B. preceding, where a shortage of facilities or equipment exists at any time, either for temporary or protracted periods, the services offered herein will be provided to ICs on a first come, first served basis.

D. Terms and conditions for central office interconnection of collocator-provided equipment which BellSouth has agreed to lease from the collocator are set forth in Tariff F.C.C. No. 1, Section 20. With Virtual Collocation Cross-Connect, the collocator (D) agrees to lease to BellSouth all the equipment and support structure components required to provision and maintain/repair BellSouth Expanded Interconnection on an ongoing basis. Virtual Collocation Cross-Connect rates and charges are provided in Sections 6 of Tariff FCC No. 1 and Section E7. of this intrastate Tariff for each service allowed under collocation guidelines. (C)

E2.1.3 Liability

A. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by an IC, End User 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 B. through I. following, the Company's liability, except as set forth in E8.1.3 following, if any, 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 IC or end user under this Tariff as a Credit Allowance for a Service Interruption.

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E2. GENERAL REGULATIONS

E2.1 Undertaking of the Company (Cont'd)

E2.1.3 Liability (Cont'd)

K. Transmission of Data (Cont'd)

The Company's liability for damages or errors caused during the transmission of data over any of the Company's data facilities shall be limited to an amount equal to the proportionate charge for the service for the period during which the service was affected.

L. Errors or Damages Caused by System Date Limitations

The Company's liability for errors or damages resulting from the inability of the Company's systems to process dates, such as the Year 2000, shall be limited to an amount equal to the proportionate amount of the Company's charges for the period of service during which the errors or damages occur.

M. Unauthorized Devices

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

E2.1.4 Provision of Services

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

E2.1.5 Installation and Termination of Services

The services provided under this Tariff (a) will include any entrance cable or drop wiring and wire or intrabuilding network cable to that point where provision is made for termination of the Company's outside distribution network facilities at a location of minimum penetration inside of the IC terminal location or End User premises and, (b) will be installed by the Company to such point of termination. This point of termination is defined as the Point of Interface at the IC terminal location and the Network Interface at the End User premises.

E2.1.6 Maintenance of Services

The services provided under this Tariff shall be maintained by the Company. The IC or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company except with the written consent of the Company. The IC shall maintain all facilities provided by it. The Company shall not be responsible to end users for end-to-end service of which the services provided under this Tariff are part.

E2.1.7 Changes and Substitutions

The 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 Tariff, including but not limited to:
   1. Substitution of different metallic facilities,
   2. Substitution of carrier or derived facilities for metallic facilities, used to provide other than metallic facilities, and
   3. Substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities,

B. Change minimum protection criteria,

C. Change operating or maintenance characteristics of facilities, or,

D. Change operation or procedures of the Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Section 6 of Tariff FCC No. 1 and Section E7. of this intrastate Tariff. The Company shall not be responsible if any such (C) substitution, change or rearrangement renders any IC 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 IC will be given adequate notice in writing. Reasonable time will be allowed for any redes and implementation required by the change in operating characteristics.

E2.1.8 Refusal and Discontinuance of Service

A. Unless the provisions of E2.2.2.B following apply, if the IC or End User fails to comply with the provisions of this Tariff, including any payments to be made by it on the dates and times herein specified, the Company may, on ten (10) days written notice of noncompliance by Certified Mail or Overnight Delivery, refuse additional applications for service and/or refuse to complete any pending orders for service at any time thereafter. If the Company does not refuse additional applications for service on the date specified in the ten (10) day notice, and the IC's or End User's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.11 Claims and Demands for Damages

A. With respect to claims of patent infringement made by third persons, the IC shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Tariff, any circuit, apparatus, system or method provided by the IC or end users.

B. The IC shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, Attorney's fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the IC's circuits, facilities, or equipment connected to the Company's services provided under this Tariff 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 IC's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the IC to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff; 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 tortuous conduct of the IC, its officers, agents or employees.

C. The IC shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney's fees and court costs by the IC or third persons arising out of the Company provision of Billing Analysis Services or any other service under this Tariff at the request of the IC, including, but not limited to claims for libel, slander, invasion of privacy, conversion and trespass.

D. The IC shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the IC or third parties arising out of any act or omission of the IC in the course of using services provided under this Tariff.

E2.3.12 Notification of Service-Affecting Activities

A. The IC shall provide the Company timely notification of the following:

1. Planned or unplanned outages of IC facilities which will affect the Company's capability to provide adequate service for anticipated traffic volumes,
2. Facility failures within the IC network which will adversely impact upon the Company's capability to provide adequate service for anticipated traffic volumes, and,
3. IC marketing activities designed to generate rapid or short-term increases in anticipated traffic volumes.

B. This timely notification will enable the Company to administer its network as set forth in Section 6.4.1 of Tariff FCC No. 1. (C)

E2.3.13 Coordination with Respect to Network Contingencies

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

E2.3.14 Jurisdictional Report Requirements

A. Jurisdictional Reports

1. When the Company receives sufficient call detail to permit it to determine the jurisdiction of originating and terminating access minutes of use, the Company will bill according to these actual minutes of use and will not use IC reported Percent Interstate Usage (PIU) factors. The Company developed percent interstate usage for access minutes of use will be determined at a statewide level.
2. The intrastate percentage will be developed on a monthly basis by end office, when the access minutes are measured by dividing the measured intrastate originating or terminating access minutes (the access minutes where the originating number is in the same state as the called number) by the total originating or terminating access minutes.

   The Company will bill according to actual measured minutes of use for all services listed in 3. and 7. following, with the exception of those listed below:

   - BellSouth SWA Local Channel
   - BellSouth SWA Dedicated Interoffice Channel
   - BellSouth Billing Name and Address
   - BellSouth Inward Operator Service
   - BellSouth Operator Assistance Access Service
   - Channelization Equipment
   - BellSouth Electronic White Pages Access Service

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.19 800 Number Provisioning

The provision of BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening service, provided from Section 6 of Tariff FCC No. 1, requires the IC's subscription to basic BellSouth 8XX Toll Free Dialing Number Administration service features found in Section E13. of this Tariff or as an alternative the provision of those features by other responsible organizations or through direct access by the IC to the Service Management System.

E2.3.20 BellSouth SWA Credit

A. As ordered on May 17, 1994 in Docket No. P-100, Sub 126, Defined-Radius Discount Calling Plan, and on February 9, 1994 in Docket Nos. P-141, Sub 19 and P-100, Sub 65, and Sub 72, the Company will credit the IC the difference between the average revenue per minute for (1) MTS, Defined-Radius Plans, Defined-Area Plans, DDD, OCPs, Saver Service, WATSSaver and any future services of a similar nature in the aggregate; (2) BellSouth SWA WATS; (3) or BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening service; and the average intrastate calculated composite BellSouth SWA rate. The Company will recalculate and change, if necessary, the credit applicable to IC traffic when any BellSouth SWA rate element changes, once a proposed change in the price of one of the existing toll services becomes effective, or on January 1, 1995 and July 1, 1995 and on July 1 of each year thereafter. The credit will be given as long as the intrastate BellSouth SWA charges exceed the average intraLATA toll rate.

1. BellSouth SWA Credit Per Originating IntraLATA Minute of Use

	Rate	USOC
(a) Per Originating IntraLATA Minute of Use	$.0000	NA

E2.3.21 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.

E2.4 Payment Arrangements and Credit Allowances

E2.4.1 Payment of Rates, Charges and Deposits

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

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.