

TARIFF DISTRIBUTION

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TYPE OF DISTRIBUTION: Approved

PURPOSE: Frame Relay/ATM Withdrawal due to Sunset.

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E2. General Regulations

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

E2.4.4 Credit Allowance for Service Interruptions (Cont'd)

B. When A Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the IC or End User, shall be as follows:

1. For BellSouth® SWA Dedicated Interoffice Channels, Channelization Equipment, Switched Local Channel, Dedicated End Office Trunk Port Service, Dedicated Tandem Trunk Port, and Special Access (a.k.a. BellSouth® SPA) services, no credit shall be allowed for an interruption of less than twenty-four hours. The IC or End User shall be credited for an interruption of twenty-four hours or more at the rate of 1/30 of the monthly charge for the service for each period of twenty-four hours or major fraction thereof that the interruption continues from the time of notice to the Company that an interruption has occurred. (D)

The monthly charges used to determine the credit shall be as follows:

- a. The monthly charge shall be the total of all the monthly rate element charges associated with the service:
 - For BellSouth® SWA Transport: Switched Local Channel, Dedicated End Office Trunk Port Service, Dedicated Tandem Trunk Port Service, BellSouth® SWA Dedicated Interoffice Channel, Channelization Equipment (if applicable) and any Optional Features and Functions
 - For Special Access (a.k.a. BellSouth® SPA) two-point services: two Local Channels, Interoffice Channel and Optional Features and Functions
 - b. For BellSouth® SWA channelized services, the monthly charge shall be the total of all monthly rate elements charges associated with that portion of the service that is inoperative. When the facility which is channelized or the Basic Channelization System itself is inoperative, the monthly charge shall be the total of all the monthly rate elements associated with the service (i.e., the Switched Local Channel, Switched Interoffice Channels, Channelization Equipment, including the Basic Channelization System on the facility to the Hub, if applicable).
 - c. For BellSouth® Managed Shared Ring service, the monthly charge shall be the monthly charges associated with the service (e.g., Off-Net).
2. Credit allowances for interruptions to BellSouth® SWA service and BellSouth® Directory Assistance Access service apply only to the applicable monthly rates. In the case of service billed based upon actual usage, no credit allowance is applicable.
 3. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rate and the minimum monthly usage charge for the service interrupted in any one monthly billing period.
 4. For certain Special Access (a.k.a. BellSouth® SPA) services (Wideband Digital, WD1-4; Digital Data Access (a.k.a. BellSouth® SPA DS0 Digital Data), DA1-4; and High Capacity (a.k.a. BellSouth® SPA High Capacity), HC1), any period during which the error performance is below that specified for the service will be considered as an interruption.
 5. Service interruptions for Specialized Service or Arrangements provided under the provisions of Section E12. shall be administered in the same manner as those set forth in E2.4.4. of this Tariff, unless other regulations are specified with the individual case filing.
 6. For the channels used with BellSouth® Managed Shared Ring service, failure by the Company to meet the performance guarantee described in E7.5.1 of this Tariff will prompt the credit described in that section. The combined total of the credit allowance during a month for failure to meet the performance guarantee for BellSouth® Managed Shared Ring service in Section 6.7.21 of Tariff FCC No. 1, as applicable, and the credit for service interruption contained in this section shall not exceed the monthly rate for the portion of the service affected.
 7. For BellSouth® Wavelength service, a credit for a service interruption of thirty minutes or more per occasion shall be 100 percent of the monthly charges for the BellSouth® Wavelength service. A customer must report the outage in order to receive service outage credit. The total credit received in any month shall not exceed the monthly rate for the service.

E2. GENERAL REGULATIONS

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

E2.4.9 Optional Payment Plan (Cont'd)

A. Channel Services Payment Plan (Cont'd)

9. Prepayment

a. For payment periods longer than one month, the IC may prepay the total outstanding recurring monthly rates. The prepayment of monthly rates in no way constitutes a purchase and the Company retains full ownership of all services covered by the prepayment. The following conditions apply:

- (1) IC's who prepay six months or more will have an allowance applied. The prepayment interest rate will be 8.75 percent on an annual percentage rate basis for ICs prepaying on or after September 28, 1994.
- (2) Monthly rates for all services covered by a single Letter of Election must be prepaid. Monthly rates must be prepaid for services added subsequently and placed on the same Letter of Election (i.e., IC-elected coterminous option) with a prepaid system.
- (3) ICs who change the length of a prepaid payment period will be credited any unused portion of the prepayment, subject to termination charges as specified in 4. preceding.
- (4) ICs who prematurely disconnect will have termination charges deducted from the prepaid amount and any balance credited to their bill.

10. Moves of Service(s) under CSPP

a. Termination charges will not apply to IC requests for moves of service under CSPP from one location to another location subject to the following:

- (1) The original and new premises locations must be in Company territory within the same state.
- (2) The move from the original location to the new location must be completed within 30 days of the original premises disconnect date.
- (3) No lapse in billing will occur for moves of service under CSPP.
- (4) Orders to disconnect the existing service and reestablish it at the new location must be related.
- (5) Any rate elements, i.e., 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 charges. While the channel mileage may vary, the number of local channels and the number of interoffice channels must be equal to or greater than the respective numbers of channels at the original location.
- (6) Any additions made at the new location will be treated as coterminous additions in accordance with 3. preceding.
- (7) All regulations and charges for changes made to the service coincident to the move shall apply.
- (8) All appropriate nonrecurring charges for moves of service as specified in this Tariff will apply.
- (9) Where applicable moves of service that involve a change of jurisdiction, e.g., intrastate to interstate, etc. will not be treated as a disconnect of service with regard to termination liability application. The IC must subscribe to a payment arrangement offered in the appropriate Tariff which is a minimum 24 month service period or equals/exceeds the remaining contract period, whichever is greater.

B. *Reserved For Future Use*

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E2. GENERAL REGULATIONS

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

E2.4.9 Optional Payment Plan (Cont'd)

B. *Reserved For Future Use* (Cont'd)

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E5. ORDERING OPTIONS FOR BELLSOUTH SPECIAL ACCESS (A.K.A. BELLSOUTH 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 Tariff.
- B. An Access Order is the IC's request for the Company to provide the IC with BellSouth Special Access (a.k.a. BellSouth SPA) service or to provide modifications to existing services. 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)
- C. For purposes of ordering Access Service, an end user who orders Access Service will be considered to be an IC and will be required to provide the same information that a non-end user IC must provide when placing an order.

E5.1.2 Ordering Conditions

- A. DELETE
- B. The IC shall supply all the necessary information to provide service, e.g., IC name and terminal location, end user name and location, facility interface, etc. All details for a particular order must be identical except for those for multipoint service. The minimum order requirements are set forth in Section E5.2
- C. DELETE
- D. DELETE
- E. DELETE
- F. 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 three o'clock p.m. Eastern Standard Time (EST)*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.
- G. 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 ICs upon request, whether the IC's service is subject to standard or negotiated intervals. The IC may request a service date other than that established pursuant to the service date interval guidelines, and the Company, where possible, will establish the service date in accordance with such request, subject, however, to other applicable provisions of this Tariff.
- H. DELETE
- I. 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 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 Guidebook.
 - 1. Per Service Order

	Nonrecurring Charge	USOC
(a) Special Access (a.k.a. BellSouth SPA)	\$220.00	SOCSP
(b) BellSouth SPA	280.00	SOCSW

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

E22. RESERVED FOR FUTURE USE

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