

**TARIFF DISTRIBUTION**

FILE CODE: 680.3400

FILE PACKAGE NO.: NC2004-026

DATE:

March 18, 2004

STATE:

NORTH CAROLINA

EFFECTIVE DATE:

03/19/2004

TYPE OF DISTRIBUTION:

Approved

PURPOSE:

Reduces Notice Period to Terminate Service to 15 Days Under  
Certain Conditions

**TARIFF SECTION**

**PAGE NUMBER**

**PAGE REVISION**

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BELLSOUTH  
 TELECOMMUNICATIONS, INC.  
 NORTH CAROLINA  
 ISSUED: March 5, 2004  
 BY: President - North Carolina  
 Charlotte, North Carolina

## ACCESS SERVICES TARIFF

Second Revised Page 1  
 Cancels First Revised Page 1

EFFECTIVE: March 19, 2004

**E2. GENERAL REGULATIONS**

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## E2. GENERAL REGULATIONS

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

#### E2.1.8 Refusal and Discontinuance of Service (Cont'd)

- B.** 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 twenty (20) *calendar* days written notice *by Certified Mail or Overnight Delivery*, discontinue the provision of the services involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the twenty (20) days notice, and the IC's or End User's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services involved without further notice. (C)
- C.** In addition to and not in limitation of the provisions of E2.1.8.B. preceding, unless the provisions of E2.2.2.B. or E2.5. following apply, if a customer fails to comply with E2.4.1.A. or with E2.4.1.B.3. following, including any payment to be made by it on the dates and times herein specified, the Company may take actions specified in E2.1.8.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: (N)
1. The Company has within seven (7) business days of the subject bill date: (N)
    - a. Mailed via the United States Postal Service (USPS) to the customer the subject bill in paper or CDROM form, or (N)
    - b. Overnight service delivered to the customer the subject bill in Magnetic Tape form, or (N)
    - c. Electronically Transmitted to the customer the subject bill. (N)

The Company will maintain records sufficient to validate the date upon which a subject bill was rendered to the customer. (N)
  2. The 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. (N)

In all other cases, the Company will provide notice pursuant to E2.1.8.B. preceding. Action will not be taken with regard to the subject bill if the customer cures the noncompliance prior to the expiration of the applicable notice period. (N)

#### E2.1.9 Quotation Charge

A nonrecurring charge (USOC QPA) for the preparation of a quotation applies whenever an IC requests an estimate of rates and charges for any service for which the rates and charges are determined on an individual case basis prior to placing an order for service. The charge includes the costs associated with the development and preparation of the quotation. A bill for the quotation preparation will be rendered. The quotation is valid for 90 days and will identify all estimated costs associated with the provision of the facilities needed to satisfy the IC's service requirements. Within this 90 day period, if the IC orders the service as quoted and service is subsequently provided, the Quotation Charge will be credited to the IC's account. If the IC cancels the request for a quotation prior to its completion, the IC will be billed for the costs incurred, for quotation preparation, through the cancellation date.

#### E2.1.10 Limitation of Use of Metallic Facilities

Except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling, metallic facilities shall not be used for ground return or split pair operation. Signals applied to the metallic facility shall be voice or sub-voice in nature and shall conform to the limitations set forth in E2.5.10 following. In the case of application of dc telegraph signaling systems, the IC shall be responsible, at its expense, for the provision of current limiting devices to protect the Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

#### E2.1.11 Notification of Service-Affecting Activities

The Company intends to provide the IC timely notification of service-affecting activities, as set forth in E2.3.12 following.

#### E2.1.12 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the IC to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters that affect telecommunications 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.

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Material previously appearing on this page now appears on page(s) 5 of this section.

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 TELECOMMUNICATIONS, INC.  
 NORTH CAROLINA  
 ISSUED: March 5, 2004  
 BY: President - North Carolina  
 Charlotte, North Carolina

## ACCESS SERVICES TARIFF

Fourth Revised Page 3  
 Cancels Third Revised Page 3

EFFECTIVE: March 19, 2004

## 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 billing 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 E6. and E7. following. The Company shall not be responsible if any such 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 redesign 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) *calendar* 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.

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BELLSOUTH  
TELECOMMUNICATIONS, INC.  
NORTH CAROLINA  
ISSUED: March 5, 2004  
BY: President - North Carolina  
Charlotte, North Carolina

## ACCESS SERVICES TARIFF

Second Revised Page 4  
Cancels First Revised Page 4

EFFECTIVE: March 19, 2004

**E2. GENERAL REGULATIONS****E2.1 Undertaking of the Company (Cont'd)****E2.1.8 Refusal and Discontinuance of Service (Cont'd)**

- B.** 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 twenty (20) *calendar* days written notice *by Certified Mail or Overnight Delivery*, discontinue the provision of the services involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the twenty (20) days notice, and the IC's or End User's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services involved without further notice. (C)
- C.** In addition to and not in limitation of the provisions of E2.1.8.B. preceding, unless the provisions of E2.2.2.B. or E2.5. following apply, if a customer fails to comply with E2.4.1.A. or with E2.4.1.B.3. following, including any payment to be made by it on the dates and times herein specified, the Company may take actions specified in E2.1.8.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: (N)
1. The Company has within seven (7) business days of the subject bill date: (N)
    - a. Mailed via the United States Postal Service (USPS) to the customer the subject bill in paper or CDROM form, or (N)
    - b. Overnight service delivered to the customer the subject bill in Magnetic Tape form, or (N)
    - c. Electronically Transmitted to the customer the subject bill. (N)

The Company will maintain records sufficient to validate the date upon which a subject bill was rendered to the customer. (N)
  2. The 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. (N)

In all other cases, the Company will provide notice pursuant to E2.1.8.B. preceding. Action will not be taken with regard to the subject bill if the customer cures the noncompliance prior to the expiration of the applicable notice period. (N)

**E2.1.9 Quotation Charge**

A nonrecurring charge (USOC QPA) for the preparation of a quotation applies whenever an IC requests an estimate of rates and charges for any service for which the rates and charges are determined on an individual case basis prior to placing an order for service. The charge includes the costs associated with the development and preparation of the quotation. A bill for the quotation preparation will be rendered. The quotation is valid for 90 days and will identify all estimated costs associated with the provision of the facilities needed to satisfy the IC's service requirements. Within this 90 day period, if the IC orders the service as quoted and service is subsequently provided, the Quotation Charge will be credited to the IC's account. If the IC cancels the request for a quotation prior to its completion, the IC will be billed for the costs incurred, for quotation preparation, through the cancellation date.

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**E2.1.11 Notification of Service-Affecting Activities**

The Company intends to provide the IC timely notification of service-affecting activities, as set forth in E2.3.12 following.

**E2.1.12 Coordination with Respect to Network Contingencies**

The Company intends to work cooperatively with the IC to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters that affect telecommunications 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.

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Material previously appearing on this page now appears on page(s) 5 of this section.

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.

BELLSOUTH  
 TELECOMMUNICATIONS, INC.  
 NORTH CAROLINA  
 ISSUED: March 5, 2004  
 BY: President - North Carolina  
 Charlotte, North Carolina

## ACCESS SERVICES TARIFF

First Revised Page 5  
 Cancels Original Page 5

EFFECTIVE: March 19, 2004

## E2. GENERAL REGULATIONS

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

#### E2.1.13 Provision and Ownership of Telephone Numbers

The IC and the End User have no property rights to telephone number assignments or any other call number designations associated with Access Services. The Company reserves the right to assign, designate or change such numbers, or the Company serving central office prefixes associated with such numbers, when reasonably necessary in the conduct of its business.

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### E2.2 Use

#### E2.2.1 Purpose

- A. Services provided under this Tariff shall be used by the IC for its own use or in furnishing its authorized intrastate services to End Users and for operational purposes directly related to the furnishing of the IC's authorized services. Operational purposes include testing and maintenance of circuits, demonstration and experimental services and spare services. Telephone exchange services required by the IC for its administrative use are furnished under the Company's General Subscriber Service Tariff.
- B. Where facility conditions permit, the IC may use the entire transmission capability of a service provided under this Tariff as a single channel or create additional communication channels within or below the voice frequency band, except that the IC may not create additional communication channels from video cable facilities or audio facilities other than diplexing associated audio signals on the video cable facility. The Company does not warrant that its facilities and services meet standards other than those set forth in this Tariff.

#### E2.2.2 Interference or Impairment

- A. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this Tariff shall not interfere with or impair service over any facilities of the 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. If such characteristics or methods of operation are not in accordance with A. preceding, the Company will, where practicable, notify the IC or end user 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 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 IC or end user 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, credit allowance for service interruptions as set forth in E2.4.4 following is not applicable.

#### E2.2.3 Unlawful Use

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

### E2.3 Obligations of the IC

#### E2.3.1 Damages

The IC shall reimburse the Company for damages to Company facilities utilized to provide services under this Tariff caused by the negligence or willful act of the IC or an end user while using the services of the IC, or resulting from improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. The Company will, upon reimbursement for damages, cooperate with the IC in prosecuting a claim against the person causing such damage and the IC shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

#### E2.3.2 Ownership of Facilities and Theft

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

The IC shall reimburse the Company for any loss through theft of facilities utilized to provide services under this Tariff at the IC terminal location or at the end user's premises.

Material appearing on this page previously appeared on page(s) 4 of this section.

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.

BELLSOUTH  
 TELECOMMUNICATIONS, INC.  
 NORTH CAROLINA  
 ISSUED: March 5, 2004  
 BY: President - North Carolina  
 Charlotte, North Carolina

## ACCESS SERVICES TARIFF

Fifth Revised Page 9  
 Cancels Fourth Revised Page 9

EFFECTIVE: March 19, 2004

**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 E6. following, 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

(a) Per Originating IntraLATA Minute of Use	<b>Rate</b>	<b>USOC</b>
	<b>\$.0000</b>	<b>NA</b>

**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.

The 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 Company, or otherwise within fifteen (15) 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. (N)

No such deposit will be required of an IC which is a successor of a company which has established credit and has no history of late payments to the 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 IC from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the IC is terminated, the amount of the deposit will be credited to the IC's account and any credit balance which may remain be refunded.

Such a deposit may be refunded or credited to the IC's account when the IC has established credit in accordance with N.C.U.C. Commission Rule R 12-2 or, in any event, after the IC has established a one-year prompt payment record in accordance with N.C.U.C. Commission Rule R 12-5(b), at any time prior to the termination of the provision of the service to the IC. In case of a cash deposit, for the period the deposit is held by the Company, the IC will receive simple annual interest as specified in Section A2. of the Company's General Subscriber Service Tariff unless a different rate has been established by the appropriate legal authority. Should a deposit be credited to the IC's account, as indicated preceding, no interest will accrue on the deposit from the date such deposit is credited to the IC's account.

- B. The Company shall bill on a current basis all charges incurred by and credits due to the IC under this Tariff attributable to services, including, but not limited to, maintenance of service as set forth in E13.3.1 *of this Tariff*, established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. The bill day (i.e., the billing date of a bill for an End User or IC for Access Service under this Tariff), the period of service each bill covers and the payment due date will be as follows: (T)

1. For services under this Tariff that are billed directly to the End User, the Company will establish a bill day each month for each end user account. The bill will cover charges applicable to the End User for the ensuing billing period. Any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for the charges applicable to the End User will be applied to this bill.