

TARIFF DISTRIBUTION

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STATE: SOUTH CAROLINA

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PURPOSE: Frame Relay/ATM Withdrawal due to Sunset.

<u>TARIFF SECTION</u>	<u>PAGE NUMBER</u>	<u>PAGE REVISION</u>
E002	11	0009
E002	13.5	0003
E002	13.6	0003
E002	13.6.1	0001
E002	13.7	0001
E002	13.8	0001
E005	1	0013
E021	1	0006
E021	2	0006
E021	2.1	0002
E021	2.2	0002
E021	3	0004
E021	4	0009
E021	4.1	0002
E021	4.2	0002
E021	4.3	0002
E021	4.4	0003
E021	5	0009
E021	6	0005
E021	7	0003
E021	8	0006
E021	9	0004
E021	10	0003
E021	11	0004
E021	12	0004
E021	13	0002
E021	14	0003
E021	14.1	0002
E021	14.2	0002
E021	14.3	0002
E021	15	0005

E021	16	0002
E021	17	0001
E021	18	0001
E021	19	0002
E021	20	0003
E21 Cont. (pg)	1	0006
E Book Cont (pg)	1	0010

BELLSOUTH
 TELECOMMUNICATIONS
 SOUTH CAROLINA
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 Columbia, South Carolina

ACCESS SERVICES TARIFF

Ninth Revised Page 11
 Cancels Eighth Revised Page 11

EFFECTIVE: January 1, 2023

E2. GENERAL REGULATIONS**E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.2 Minimum Periods (Cont'd)**

- B. The minimum period for which service is provided and for which rates and charges are applicable for a Specialized Service or Arrangement provided on an individual case basis, as set forth in E12. *of this Tariff* is one month unless a different minimum period is established with the individual case filing.
- C. 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:
 - 1. 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.
 - 2. When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the lesser of (1) the 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.

E2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an Access Order for BellSouth SWA or Special Access (a.k.a. BellSouth SPA) services are set forth in E5.2.3 of this Tariff.

E2.4.4 Credit Allowance for Service Interruptions**A. General**

A service is interrupted when it becomes unusable to the IC or End User because of a failure of a facility component used to furnish service under this Tariff, or in the event that the protective controls applied by the Company result in the complete loss of service by the IC or End User as set forth in Section 6.5.1 of Tariff FCC No. 1. An interruption period starts when an inoperative service is reported to the Company and ends when the service is operative.

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 Channels, 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 thirty minutes. The IC or end user shall be credited for an interruption of thirty minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of thirty minutes or major fraction thereof that the interruption continues. (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:
 - (1) For BellSouth SWA Transport: Switched Local Channel, BellSouth SWA Dedicated Interoffice Channel, Dedicated End Office Trunk Port Service, Dedicated Tandem Trunk Port Service, Channelization Equipment (if applicable), and any Optional Features and Functions.
 - (2) For Special Access (a.k.a. BellSouth SPA) two-point services: two Local Channels, Interoffice Channel and Optional Features and Functions.

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ACCESS SERVICES TARIFF

Third Revised Page 13.5
 Cancels Second Revised Page 13.5

EFFECTIVE: January 1, 2023

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)****10. Exception to Termination Liability For State, County, and Municipal Governments (Cont'd)****a. (Cont'd)**

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Provided however, that if the governmental entity cancels the service for any reason other than the unavailability of funds, the termination liability provisions in the Tariff shall apply.

11. Moves of Service(s) under CSPP

Termination Liability Charges will not apply to customer requests for moves of service under CSPP from one location to another location subject to the following:

- a. The original and new premises locations must be in Company territory within the same state.
- b. The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
- c. No lapse in billing will occur for moves of service under CSPP.
- d. Orders to disconnect the existing service and reestablish it at the new location must be related.
- e. Any 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.
- f. Any additions made at the new location will be treated as coterminous additions in accordance with 3. preceding.
- g. All regulations and charges for changes made to the service coincident to the move shall apply.
- h. All appropriate nonrecurring charges for moves of service under CSPP as specified elsewhere in this Tariff will apply.
- i. Moves of service that involve a change of jurisdiction, e.g., intraLATA to intrastate, intrastate to interstate, etc. 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 tariff which is a minimum twenty-four month service period or equals/exceeds the remaining contract period, whichever is greater.

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ACCESS SERVICES TARIFF

Third Revised Page 13.6
Cancels Second Revised Page 13.6

EFFECTIVE: January 1, 2023

E2. GENERAL REGULATIONS

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

E2.4.9 Optional Payment Plan (Cont'd)

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(T)

(D)

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SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

First Revised Page 13.6.1
Cancels Original Page 13.6.1

EFFECTIVE: January 1, 2023

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)

(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
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ACCESS SERVICES TARIFF

First Revised Page 13.7
Cancels Original Page 13.7
EFFECTIVE: January 1, 2023

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)

(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
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ACCESS SERVICES TARIFF

First Revised Page 13.8
Cancels Original Page 13.8

EFFECTIVE: January 1, 2023

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)

(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
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ACCESS SERVICES TARIFF

Thirteenth Revised Page 1
Cancels Twelfth Revised Page 1

EFFECTIVE: January 1, 2023

E5. ORDERING OPTIONS FOR BellSouth SWA AND 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 and Planned Facilities Orders for BellSouth SWA and 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 customer's request for the Company to provide the IC with BellSouth SWA service, Special Access (a.k.a. BellSouth SPA) service 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. An IC may order any number of services of the same type and between the same location on a single Access Order. All details for services for a particular order must be identical except for multipoint service.
- B. The IC 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 following, the IC must also provide:
 - Customer name and premises address(s).
 - 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. BellSouth SWA service orders for BellSouth SWA FGA and BellSouth SWA LSBSA shall be in lines.
BellSouth SWA service orders for BellSouth SWA FGB and BellSouth SWA FGD, and BellSouth SWA TSBSA 1, BellSouth SWA TSBSA 2 and BellSouth SWA TSBSA 3 shall be in trunks.
- E. Dedicated Access Line Special Access (a.k.a. BellSouth SPA) service must be ordered in lines for use with a BellSouth SWA FGD 2 or BellSouth SWA TSBSA 3 service which is in service or on order.
- 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)* 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. An IC who converts from an existing BellSouth FG service to an equivalent unbundled service (i.e., BellSouth SWA FGA to BellSouth SWA LSBSA, BellSouth SWA FGB to BellSouth SWA TSBSA 1, and BellSouth SWA FGD to BellSouth SWA TSBSA 3) shall do so on no lower than an end office level. The Company and the IC will work cooperatively to accomplish these conversions.

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.

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SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
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Sixth Revised Page 1
Cancels Fifth Revised Page 1
EFFECTIVE: January 1, 2023

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CONTENTS

E21.1	<i>Reserved For Future Use</i>	1	(T) (D)
E21.2	(DELETED)	6	
E21.3	<i>Reserved For Future Use</i>	10	(T) (D)
E21.4	Reserved For Future Use	16	
E21.5	Reserved For Future Use	16	
E21.6	<i>Reserved For Future Use</i>	16	(T) (D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Sixth Revised Page 1
Cancels Fifth Revised Page 1

EFFECTIVE: January 1, 2023

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(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Sixth Revised Page 2
Cancels Fifth Revised Page 2
EFFECTIVE: January 1, 2023

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(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
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ACCESS SERVICES TARIFF

Second Revised Page 2.1
Cancels First Revised Page 2.1
EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

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(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
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ACCESS SERVICES TARIFF

Second Revised Page 2.2
Cancels First Revised Page 2.2
EFFECTIVE: January 1, 2023

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(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Fourth Revised Page 3
Cancels Third Revised Page 3

EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

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(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Ninth Revised Page 4
Cancels Eighth Revised Page 4

EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

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(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Second Revised Page 4.1
Cancels First Revised Page 4.1
EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

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(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Second Revised Page 4.2
Cancels First Revised Page 4.2
EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

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(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Second Revised Page 4.3
Cancels First Revised Page 4.3
EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

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(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Third Revised Page 4.4
Cancels Second Revised Page 4.4
EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

(T)

E21.1 Reserved For Future Use

(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Ninth Revised Page 5
Cancels Eighth Revised Page 5

EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

(T)

E21.1 Reserved For Future Use

(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Fifth Revised Page 6
Cancels Fourth Revised Page 6

EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

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(T)

(D)

E21.2 (DELETED)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Third Revised Page 7
Cancels Second Revised Page 7

EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

(T)

E21.2 (DELETED) (Cont'd)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Sixth Revised Page 8
Cancels Fifth Revised Page 8

EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

(T)

E21.2 (DELETED) (Cont'd)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Fourth Revised Page 9
Cancels Third Revised Page 9

EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

(T)

E21.2 (DELETED) (Cont'd)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Third Revised Page 10
Cancels Second Revised Page 10

EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

(T)

E21.3 Reserved For Future Use

(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Fourth Revised Page 11
Cancels Third Revised Page 11

EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

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E21.3 Reserved For Future Use

(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Fourth Revised Page 12
Cancels Third Revised Page 12

EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

(T)

E21.3 Reserved For Future Use

(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Second Revised Page 13
Cancels First Revised Page 13

EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

(T)

E21.3 Reserved For Future Use

(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Third Revised Page 14
Cancels Second Revised Page 14

EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

(T)

E21.3 Reserved For Future Use

(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Second Revised Page 14.1
Cancels First Revised Page 14.1
EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

(T)

E21.3 Reserved For Future Use

(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Second Revised Page 14.2
Cancels First Revised Page 14.2
EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

(T)

E21.3 Reserved For Future Use

(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Second Revised Page 14.3
Cancels First Revised Page 14.3
EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

(T)

E21.3 Reserved For Future Use

(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Fifth Revised Page 15
Cancels Fourth Revised Page 15

EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

(T)

E21.3 Reserved For Future Use

(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Second Revised Page 16
Cancels First Revised Page 16

EFFECTIVE: January 1, 2023

E21. *RESERVED FOR FUTURE USE*

(T)

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(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

First Revised Page 17
Cancels Original Page 17

EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

(T)

E21.6 Reserved For Future Use

(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

First Revised Page 18
Cancels Original Page 18

EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

(T)

E21.6 Reserved For Future Use

(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Second Revised Page 19
Cancels First Revised Page 19

EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

(T)

E21.6 Reserved For Future Use

(T)

(D)

BELLSOUTH
TELECOMMUNICATIONS
SOUTH CAROLINA
ISSUED: December 16, 2022
BY: President - South Carolina
Columbia, South Carolina

ACCESS SERVICES TARIFF

Third Revised Page 20
Cancels Second Revised Page 20

EFFECTIVE: January 1, 2023

E21. RESERVED FOR FUTURE USE

(T)

E21.6 Reserved For Future Use

(T)

(D)

BELLSOUTH
 TELECOMMUNICATIONS
 SOUTH CAROLINA
 ISSUED: December 16, 2022
 BY: President - South Carolina
 Columbia, South Carolina

ACCESS SERVICES TARIFF

Tenth Revised Page 1
 Cancels Ninth Revised Page 1

EFFECTIVE: January 1, 2023

TABLE OF CONTENTS

E1.	APPLICATION OF TARIFF
E2.	GENERAL REGULATIONS
E3.	CARRIER COMMON LINE ACCESS
E4.	END USER ACCESS
E5.	ORDERING OPTIONS FOR BELLSOUTH SWA & SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE
E6.	BELLSOUTH SWA SERVICE
E7.	SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE
E8.	(DELETED)
E9.	BELLSOUTH DIRECTORY ASSISTANCE ACCESS SERVICE
E10.	LATA CONFIGURATIONS
E11.	SPECIAL FACILITIES ROUTING OF ACCESS SERVICES
E12.	SPECIALIZED SERVICE OR ARRANGEMENTS
E13.	ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS CHARGES
E14.	SPECIAL CONSTRUCTION
E15.	RESERVED FOR FUTURE USE
E16.	COMPENSATION FOR THE UNAUTHORIZED COMPLETION OF INTRALATA CALLS
E17.	RESERVED FOR FUTURE USE
E18.	BELLSOUTH OPERATOR SERVICES ACCESS SERVICE
E19.	RESERVED FOR FUTURE USE
E20.	RESERVED FOR FUTURE USE
E21.	RESERVED FOR FUTURE USE
E22.	RESERVED FOR FUTURE USE
E23.	METROPOLITAN STATISTICAL AREA
E24.	RESERVED FOR FUTURE USE
E25.	RESERVED FOR FUTURE USE
E26.	BELLSOUTH SWA CONTRACT TARIFFS
E27.	RESERVED FOR FUTURE USE
E28.	RESERVED FOR FUTURE USE
E29.	OPTICAL TRANSPORT ACCESS SERVICE
E30.	ETHERNET SERVICES
E31.	RESERVED FOR FUTURE USE
E32.	RESERVED FOR FUTURE USE
E33.	RESERVED FOR FUTURE USE
E34.	ADVANCED INTELLIGENT NETWORK (AIN) SERVICES

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