

210 N. Park Ave.
Winter Park, FL
32789

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PUCO

07-494-TP-ZTA

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April 25, 2007
Via Overnight Delivery

Ms. Renee Jenkins, Commission Secretary
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, Ohio 43215-3793

RE: Tariff Revision Filing on behalf of **BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service**

Dear Ms. Jenkins:

Enclosed for filing please find the original and ten (10) copies of a tariff revision filed on behalf of BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service, and the accompanying Telecommunications Application Form. This filing grandfathers several services as noted below. The Company respectfully requests an effective date of April 27, 2007 for this revision.

This filing includes the following revised pages:

1 st Revised Pages 2, 3 & 4	Updates Check Sheets
1 st Revised Page 72	Grandfathers Complex Voice Services & adds language for grandfathering rules; notes text move
1 st Revised Page 73	Grandfathers Complex Voice Services & notes relocated text
1 st Revised Page 72	Grandfathers Complex Voice Services & adds language for grandfathering rules; notes text move
1 st Revised Pages 74 thru 85	Grandfathers Complex Voice Service
1 st Revised Page 86	Grandfathers Private Line Service & adds language for grandfathering rules; notes text move
1 st Revised Page 87	Grandfathers Private Line Service & notes relocated text
1 st Revised Pages 88 thru 100	Grandfathers Private Line Service
1 st Revised Page 101	Grandfathers Private Line Service & adds language to define Private Line Move Charges
1 st Revised Pages 102 thru 122	Grandfathers Dedicated Access Service
1 st Revised Page 123	Grandfathers Integrated Service Packages & revises language for term renewals
1 st Revised Page 124	Grandfathers Integrated Service Packages & revises language for term renewals; notes text move on page
1 st Revised Pages 125 thru 138	Grandfathers Integrated Service Packages
1 st Revised Pages 139 thru 142	Grandfathers Supplemental Charges
1 st Revised Pages 143 thru 155	Grandfathers Contracts for Service
1 st Revised Page 168	Revises language for term renewal of CPA contracts

This is to certify that the images appearing are an accurate and complete reproduction of the original document delivered in the regular course of business.

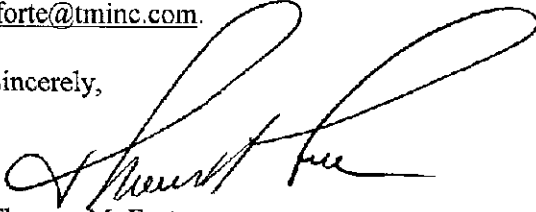
Technician Tom Date Processed 4/26/07

Ms. Renee Jenkins, Commission Secretary
Docketing Division
Public Utilities Commission of Ohio
April 25, 2007
Page 2 of 2

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3001 or tforte@tminc.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas M. Forte', with a large, stylized loop at the end.

Thomas M. Forte
Consultant to BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service

TMF/mew
Enclosure

file: BellSouth - OH
tns: OH00702

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM

(Effective: 10/01/2004)

(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

In the Matter of the Application of

BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service
for Authority to Resell Telecommunications Services

Case No. 07 - 494 - TP - ZTA

Name of Registrant(s)	BellSouth Long Distance, Inc.	
DBA(s) of Registrant(s)	AT&T Long Distance Service	
Address of Registrant(s)	2180 Lake Boulevard NE, Suite/Floor 5C48, Atlanta, GA 30346	
Company Web Address	www.bellsouth.com/long distance	
Regulatory Contact Person(s)	Susan Callaghan	Phone (404) 829 - 7460 Fax (404) 829 - 6370
Regulatory Contact Person's Email Address	Susan.Callaghan@bellsouth.com	
Contact Person for Annual Report	Susan Callaghan	Phone (404) 829 - 7460
Consumer Contact Information	Susan Callaghan	Phone (404) 829 - 7460

Date _____ TRF Docket No. _____ -CT-TRF 01 -TP-TRF

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

Company Type (check all applicable):

☒ CTS (IXC) ☐ ILEC ☐ CLEC ☐ CMRS ☐ AOS
☐ Other (explain) _____

NOTE: This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. *It is preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.*

I. Please indicate the reason for submitting this form (check one)

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 (ABN) Abandonment of all Services
☐ a. CLEC (90-day approval, 10 copies) ☐ b. CTS (14-day approval, 10 copies) ☐ c. ILEC (NOT automatic, 10 copies)
- ☐ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); *for CMRS, see item No. 15 on this page*
☐ a. Switched Local ☐ b. Non-switched local ☐ c. CTS ☐ d. Local and CTS ☐ e. Other (explain) _____
- ☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
- ☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)
NOTE: see item 25 (CTR) on page two of this form for all other contract filings.
- ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
- ☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)
☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)
☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)
☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
☐ vi. Grandfather service (30-day approval, 10 copies)
☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
☐ viii. *Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below*
☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
- ☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)
- ☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- ☐ 12 (ATW) Application to Withdraw a Tier 1 Service
☐ a. CLEC (60-day approval, 10 copies) ☐ b. ILEC (NOT automatic, 10 copies)
- ☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☐ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)

- ☐ 16 (SLF) Self-complaint Application
☐ a. CLEC only -Tier 1 (60-day automatic, 10 copies)
☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17 (UNC) Unclassified (explain) _____ (NOT automatic, 15 copies)
- ☒ 18 (ZTA) Tariff Notification Involving only Tier 2 Services
 NOTE: Notifications do not require or imply Commission Approval.
☐ a. New End User Service (0-day notice, 10 copies)
☒ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)
☐ c. Withdrawal of service (0-day notice, 10 copies)
- ☐ 19 Other (explain) _____ (NOT automatic, 15 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 20 Introduction or Extension of Promotional Offering
- ☐ 21 New Price List Rate for Existing Service
☐ a. Tier 1 ☐ b. Tier 2
- ☐ 22 Designation of Registrant's Process Agent(s)
- ☐ 23 Update to Registrant's Maps
- ☐ 24 Annual Tariff Option For Tier 2 Services – indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.
☐ Paper Tariff ☐ Electronic Tariff. If electronic, provide the tariff's web address: _____

THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)

- ☐ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)
 CTR Docket No. _____ - _____ - TP – CTR (Use same CTR number throughout calendar year)

II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input type="checkbox"/>	[3]	Completed Service Requirements Form.
<input type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input type="checkbox"/>	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash and funding sources.
<input type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.

<input type="checkbox"/>	[3a,3b,3d, 9a,(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
<input type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input checked="" type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input checked="" type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
<input checked="" type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.
<input type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input checked="" type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: <input type="checkbox"/> Tier 1 price list increases must be within an approved range of rates. <input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[1,2,5,9a(v),11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357).
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant. If Mirroring Large ILEC exchanges for both serving area and local calling areas: • Serving area must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • Local calling areas must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges. If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • Serving Area must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • Local Calling Areas must be described in the tariff through textual delineation and clear maps. Maps for self-defined <u>serving and local calling areas</u> are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
<input type="checkbox"/>		Other information requested by the Commission staff.
<input type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input type="checkbox"/> Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff:

- III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

- ☐ 1+ IntraLATA Presubscription

SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):

- ☒ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☒ Emergency Services Calling Plan [Required if toll service provided]
- ☒ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☒ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☒ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- ☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- ☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

- IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Susan Callaghan, Vice President - Marketing - BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service

- V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:

Thomas M. Forte, Consultant to BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service, c/o Technologies Management, Inc, 210 North Park Avenue, Winter Park, FL 32789 (407) 740-8575;

OR

Susan Callaghan, BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service, 400 Perimeter Center Terrace, Suite 400, Atlanta, GA 30346

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

- VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)

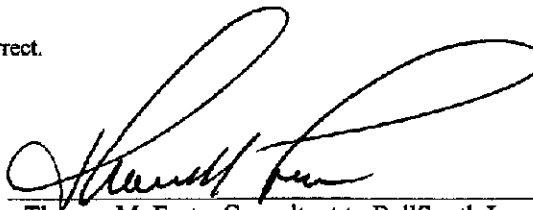
AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer of the applicant corporation, **BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service**, and am authorized to make this statement on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 25, 2007 at Winter Park, Florida



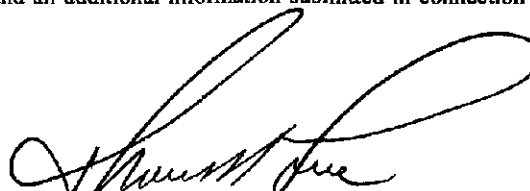
Thomas M. Forte, Consultant to BellSouth Long Distance, Inc.
d/b/a AT&T Long Distance Service

**** This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.***

VERIFICATION

I, Thomas M. Forte, Consultant to BellSouth Long Distance, Inc., verify that I have utilized, verbatim, the Commission's Telecommunications Application Form and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

Executed on April 25, 2007 at Winter Park, Florida



Thomas M. Forte, Consultant to BellSouth Long Distance, Inc.
d/b/a AT&T Long Distance Service

****Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.***

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio
Attention: Docketing Division (or to the Telecommunications Division Chief if a prefiling submittal)
180 East Broad Street, Columbus, OH 43215-3793

BellSouth Long Distance, Inc.

EXHIBIT A

Superseded Tariff Sheets

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the top of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the top of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	*
3	Original	*	28	Original	*	53	Original	*
4	Original	*	29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
6	Original	*	31	Original	*	56	Original	*
7	Original	*	32	Original	*	57	Original	*
8	Original	*	33	Original	*	58	Original	*
9	Original	*	34	Original	*	59	Original	*
10	Original	*	35	Original	*	60	Original	*
11	Original	*	36	Original	*	61	Original	*
12	Original	*	37	Original	*	62	Original	*
13	Original	*	38	Original	*	63	Original	*
14	Original	*	39	Original	*	64	Original	*
15	Original	*	40	Original	*	65	Original	*
16	Original	*	41	Original	*	66	Original	*
17	Original	*	42	Original	*	67	Original	*
18	Original	*	43	Original	*	68	Original	*
19	Original	*	44	Original	*	69	Original	*
20	Original	*	45	Original	*	70	Original	*
21	Original	*	46	Original	*	71	Original	*
22	Original	*	47	Original	*	72	Original	*
23	Original	*	48	Original	*	73	Original	*
24	Original	*	49	Original	*	74	Original	*
25	Original	*	50	Original	*	75	Original	*

* - Indicates pages included with this filing.

BELLSOUTH LONG DISTANCE, INC.
d/b/a AT&T Long Distance Service
Director, Business Implementation and Compliance
2180 Lake Boulevard NE, Suite/Floor 5C48
Atlanta, GA 30319-6004
Issued: January 11, 2007

P.U.C.O. Tariff No. 5
Original Page 3

Case No. 07-28-CT-CIO
Effective: January 12, 2007

CHECK SHEET, (CONT'D.)

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
76	Original	*	101	Original	*	126	Original	*
77	Original	*	102	Original	*	127	Original	*
78	Original	*	103	Original	*	128	Original	*
79	Original	*	104	Original	*	129	Original	*
80	Original	*	105	Original	*	130	Original	*
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93	Original	*	118	Original	*	143	Original	*
94	Original	*	119	Original	*	144	Original	*
95	Original	*	120	Original	*	145	Original	*
96	Original	*	121	Original	*	146	Original	*
97	Original	*	122	Original	*	147	Original	*
98	Original	*	123	Original	*	148	Original	*
99	Original	*	124	Original	*	149	Original	*
100	Original	*	125	Original	*	150	Original	*

* - Indicates pages included with this filing.

CHECK SHEET, (CONT'D.)

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
151	Original	*	173	Original	*	195	Original	*
152	Original	*	174	Original	*	196	Original	*
153	Original	*	175	Original	*	197	Original	*
154	Original	*	176	Original	*	198	Original	*
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157	Original	*	179	Original	*	201	Original	*
158	Original	*	180	Original	*	202	Original	*
159	Original	*	181	Original	*	203	Original	*
160	Original	*	182	Original	*	204	Original	*
161	Original	*	183	Original	*	205	Original	*
162	Original	*	184	Original	*	206	Original	*
163	Original	*	185	Original	*	207	Original	*
164	Original	*	186	Original	*	208	Original	*
165	Original	*	187	Original	*	209	Original	*
166	Original	*	188	Original	*	210	Original	*
167	Original	*	189	Original	*	211	Original	*
168	Original	*	190	Original	*	212	Original	*
169	Original	*	191	Original	*	213	Original	*
170	Original	*	192	Original	*	214	Original	*
171	Original	*	193	Original	*	215	Original	*
172	Original	*	194	Original	*			

* - Indicates pages included with this filing.

SECTION 6.0 - COMPLEX VOICE SERVICES

6.1 General

- 6.1.1** The services offered in this Section of the tariff are intended for those Customers who commit to an Integrated Service Package plan as described in Section 9 of this tariff. Customers who do not commit to an Integrated Service Package plan will be billed the base rates indicated herein with no discounts.
- 6.1.2** The Company offers BellSouth® Dial Direct Service (1+), BellSouth Toll-Free Service (e.g., 800 or 888 or future 8XX code numbers), BellSouth® Long Distance Voice VPN service, BellSouth® Long Distance Calling Card service and operator assisted (0+/00-) long distance voice services to its Customers. All Company services are available 24 hours a day, seven days a week.
- 6.1.3** Dial Direct service is available from originating locations within the state.
- 6.1.4** Toll-Free service is available to Customers served from locations within the state.
- 6.1.5** Operator Services are available from locations within the state where Customers have the ability to dial directly to the Company's network. Calls may be placed to location within the state.
- 6.1.6** Access to the Company's services may be via Switched or Dedicated Access. Dial Direct services are offered as *Primary Carrier Service* from locations served with equal access end offices.
- 6.1.7** Dedicated Access lines, if utilized, are provided and billed to the Customer by the Company or by another Dedicated Access provider. Charges for Dedicated Access lines are determined by the Dedicated Access provider. Charges for Company provided Dedicated Access services may be found in Section 8 of this tariff.

SECTION 6.0 - COMPLEX VOICE SERVICES, (CONT'D.)

6.1 General, (Cont'd.)

- 6.1.8** Services are only offered in conjunction with interstate Complex Voice services offered by the Company. Interstate charges as outlined in the Company's Complex Business Services Interstate Pricing Guide are also associated with these services depending on features and functionality selected by the Customer.
- 6.1.9** Long Distance Voice VPN service is available to Customers served from locations within the state.
- 6.1.10** Long Distance Calling Card service is available from originating locations within the state.
- 6.1.11** As an alternative to local channels provided by the Company, the Customer may provide its own local channels or obtain such channels from an alternative access vendor (i.e. "Customer Provided Access"). Such interconnection of Company provided services with Customer Provided Access facilities is described in Section 8.1 of this tariff.

SECTION 6.0 – COMPLEX VOICE SERVICES, (CONT'D.)

6.2 Timing of Calls

Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 6.2.1** Timing of each call begins when the called station is answered (i.e. when two-way communications are established). Answer detection is based on standard industry methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person-to-Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- 6.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 6.2.3** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.
- 6.2.4** Time-of-day designations may be used in this tariff to indicate rate period boundaries. Rate periods begin at the first time of day designation and continue up to but not including the second time of day designation.
- 6.2.5** Calls will be billed at the rate in effect during the call, with two rates applied if the call spans over more than one billing rate period.
- 6.2.6** When a time-of-day designation is used in a price plan, the Time Zone of the subscribing party will be used for time and rate calculations.

SECTION 6.0 – COMPLEX VOICE SERVICES, (CONT'D.)

6.3 Rate Periods and Holidays

Unless otherwise specified in this tariff, usage rates for Complex Voice services do not change according to time of day or day of week (i.e., discount periods do not apply to the Company's Complex Voice services offered in this tariff). Additionally, holiday discounting does not apply to these services.

6.4 Service Descriptions

6.4.1 BellSouth® Dial Direct Service

Dial Direct service allows Customers to place calls to terminating locations on a direct dial basis. Customers must dial "1+" the destination telephone number, including area code to reach the called party. With Dial Direct service, the Customer as caller is billed for services provided.

Dial Direct service is available to Customers who: 1) presubscribe their local access lines to the Company's network or 2) purchase Dedicated Access facilities to connect their premises to the Company's access points or points of presence.

(A) BellSouth® Dial Direct Service - Switched Access

BellSouth® Dial Direct service - Switched Access allows Customers to place 1+ direct dial calls to terminating locations. Customers must be presubscribed to the Company's network and utilize Switched Access origination when placing calls. Calls are rated using a single flat usage rate for peak and off-peak time periods. Service is billed in six (6) second increments following an Initial Period of eighteen (18) seconds.

(B) BellSouth® Dial Direct Service - Dedicated Access

BellSouth® Dial Direct service - Dedicated Access allows Customers to place 1+ direct dial calls to terminating locations. Calls are placed using Dedicated Access facilities that connect the Customer's location to a Company point of presence. Calls are rated using a single usage rate for peak and off-peak time periods. Service is billed in six (6) second increments following an Initial Period of eighteen (18) seconds.

SECTION 6.0 – COMPLEX VOICE SERVICES, (CONT'D.)

6.4 Service Descriptions, (Cont'd.)

6.4.2 BellSouth® Toll-Free Service

Toll-Free service is a toll-free number (e.g., 800, 888) service. Calls may originate from any valid exchange and terminate to the Customer's location at no charge to the calling party. With inbound long distance services, the Customer is billed for the call rather than the calling party.

Toll-Free service may terminate to Customer local exchange access lines using Switched Access or Dedicated Access termination. Customers with larger call volumes may have inbound calls routed to Dedicated Access facilities connecting the Customer's premises directly with the BellSouth Long Distance Interexchange Network.

(A) BellSouth® Toll-Free Service – Switched Access

BellSouth® Toll-Free service – Switched Access allows parties to place calls to Customer locations at no charge to the calling party. The Customer is billed for calls placed using the service. Calls terminate over the Customer's local access exchange line using Switched Access termination. Calls are rated using a single flat usage rate for peak and off-peak time periods. Service is billed in six (6) second increments following an Initial Period of eighteen (18) seconds.

(B) BellSouth® Toll-Free Service - Dedicated Access

BellSouth® Toll-Free service - Dedicated Access allows parties to place calls to a Customer's location at no charge to the calling party. The Customer is billed for calls placed using the service. Calls terminate over dedicated facilities to the Customer's location using Dedicated Access termination. Calls are rated using a single flat usage rate for peak and off-peak time periods. Service is billed in six (6) second increments following an Initial Period of eighteen (18) seconds.

SECTION 6.0 – COMPLEX VOICE SERVICES, (CONT'D.)

6.4 Service Descriptions, (Cont'd.)

6.4.3 Complex Voice Operator Services

Operator Services allow Customers or Authorized Users to obtain assistance in placing or billing long distance calls. Customers must dial 0+/00- in order to reach an automated or live operator for assistance. These services enable callers to assign charges for long distance switched voice calls to an account that is not associated with the Customer.

Operator Services are available only from Customer locations that presubscribe to one of the Company's direct dial services. Operator Services are not available from transient locations such as hotels, motels and pay telephones.

Charges for Operator Services vary based on billing method and type of call. Customers may bill the charges for a call to a Calling Card, LEC Calling Card, Collect to the called party, to a Third Party, or to the telephone number the call is dialed from (if applicable). For calls made using a LEC Calling Card as payment, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. The Company reserves the right to verify acceptance of charges prior to billing to a Third Party telephone number.

Total charges for Operator Services include usage charges and an operator assistance charge.

SECTION 6.0 – COMPLEX VOICE SERVICES, (CONT'D.)

6.4 Service Descriptions, (Cont'd.)

6.4.3 Complex Voice Operator Services, (cont'd.)

The Company provides the following types of operator-assisted calls:

- (A) **Station-to-Station Fully Automated** - The Customer enters the necessary calling card digits or other billing information (e.g., name of called party for Collect Calls) when prompted by the Company's automated operator system.
- (B) **Station-to-Station Operator Assisted** – The Customer dials the destination number and utilizes the assistance of a live operator to bill the call (e.g., operator enters calling card digits or other billing information).
- (C) **Station-to-Station Operator Dialed** – The Customer utilizes the assistance of a live operator to enter the destination number and bill the call (e.g., operator enters calling card digits or other billing information).
- (D) **Person-to-Person Operator Assisted** – The Customer dials the destination number and utilizes the assistance of a live operator to bill the call (e.g., operator enters calling card digits or other billing information). Call charges do not apply unless the caller reaches the requested individual, particular mobile station, particular station, room, department or office through a PBX attendant, or an agreed upon alternative.
- (E) **Person-to-Person Operator Dialed** – The Customer utilizes the assistance of a live operator to enter the destination number and bill the call (e.g., operator enters calling card digits or other billing information.) Call charges do not apply unless the caller reaches the requested individual, particular mobile station, particular station, room, department or office through a PBX attendant, or an agreed upon alternative.
- (F) In addition, Directory Assistance is available to Customers who utilize the Company's Operator Service. Customers must dial 00- to reach the Company's Directory Assistance Bureau. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

SECTION 6.0 – COMPLEX VOICE SERVICES, (CONT'D.)

6.4 Service Descriptions, (Cont'd.)

6.4.4 BellSouth® Long Distance Voice VPN

Long Distance Voice VPN is an Advanced Intelligent Network (AIN) based voice product. It has enhanced specialized features that optimize the carrier's network to create the appearance and functionality of a private network for the Customer.

Long Distance Voice VPN offers Customers their own private company network by using an outside carrier's public network for transport. From the end user's perspective, the network appears to be Customer specific based on the features the Customer has subscribed to. The AIN architecture allows public network switches to query Service Control Points (SCPs) for instructions to process a VPN call.

BellSouth® Long Distance Voice VPN is available to complex voice Customers who presubscribe to BellSouth® Toll-Free service and/or BellSouth® Dial Direct service.

SECTION 6.0 – COMPLEX VOICE SERVICES, (CONT'D.)

6.4 Service Descriptions, (Cont'd.)

6.4.5 BellSouth® Long Distance Calling Card

Long Distance Calling Card is a travel service that allows complex voice Customers to place calls from within the United States to terminating points within the United States and any country providing International Direct Distance Dialing (IDDD). Country-to-Country calling is also available where permitted by the originating and terminating country telephone companies.

The BellSouth® Long Distance Calling Card is a cost-effective, convenient calling card designed especially for complex voice travelers. To use the Long Distance Calling Card, the Customer dials a Company provided toll-free access number and enters a user-specific authorization code. Callers can use special speed-dialing features if desired and follow voice prompts if needed. Customers who subscribe to the Company's BellSouth® Long Distance Voice VPN service can use the Long Distance Calling Card in conjunction with that service.

BellSouth® Long Distance Calling Card service is available to complex voice Customers who presubscribe to BellSouth® Dial Direct and/or BellSouth® Long Distance Voice VPN service.

SECTION 6.0 – COMPLEX VOICE SERVICES, (CONT'D.)

6.5 Rates and Charges

6.5.1 General

Customers are billed based on their usage of the Company's services. In addition, nonrecurring and monthly charges apply to certain features and services. Rates may vary by service type. Fixed recurring charges, not dependent upon usage, are billed in advance. Usage-based charges are billed after each usage cycle.

Customers are charged individually for each call placed through the Company. Call duration is determined as described in Section 6.2 of this tariff.

BellSouth® Dial Direct service and BellSouth® Toll-Free service are available under the Integrated Service Packages offerings in Section 9 of this tariff. Terms and conditions for the provision of Dial Direct service and Toll-Free service as part of an Integrated Service Package, including, without limitation, discounts, usage minimums, and term commitments are set forth in Section 9 of this tariff.

The rates and charges described in this Section are the base rates and charges prior to any volume and term discounts given to the Customer. Customers who subscribe to Integrated Service Packages in Section 9 of this tariff may obtain discounts from these base rates and charges.

Direct dial calls are billed in 18/6 second increments as specified in the Price Schedule in Section 6.5.2(A)(1). However, the average call length in a billing cycle must meet or exceed 30 seconds. The Company reserves the right to impute additional usage to bring the average call length up to a 30 second "minimum average" as appropriate.

Toll-free usage charges as shown in Section 6.5.2(A)(2) are based on toll-free usage of at least \$100.00 per toll-free number per bill cycle. The Company reserves the right to impose a charge of \$5.00 per toll-free number per bill cycle when usage falls below \$100.00 for each such toll-free number.

Additionally, rates set forth herein do not include Dedicated Access channels and access-related charges (including without limitation, installation charges, inside wiring charges assessed by the Local Exchange Carrier (LEC), construction charges assessed by the LEC and distance and termination charges assessed by the LEC). Therefore, Dedicated Access channels and access-related charges are additional charges. Rates and charges for Dedicated Access channels provided by the Company are found in Section 8 of this Tariff.

SECTION 6.0 – COMPLEX VOICE SERVICES, (CONT'D.)

6.5 Rates and Charges, (Cont'd.)

6.5.2 Application of Rates and Charges

- (A) **BellSouth® Dial Direct Service, BellSouth® Toll-Free Service, BellSouth® Long Distance Voice VPN Service and BellSouth® Long Distance Calling Card Service**

(1) Price Schedule

Initial/Additional Periods:	Switched Dial Direct: 18 Seconds / 6 Seconds
	Dedicated Dial Direct: 18 Seconds / 6 Seconds
	Switched Toll-Free: 18 Seconds / 6 Seconds
	Dedicated Toll Free: 18 Seconds / 6 Seconds
Non-Recurring Charges:	None
Recurring Charges:	None
Usage Charges:	See Usage Charges Table in this section.
Holiday/TOD Discounts:	No Holiday Discounts apply. No Time of Day (Peak/Off-Peak) Discounts are available.
Volume Disc./Commitment:	See Section 9: Integrated Service Packages.
Term Disc./Commitment:	See Section 9: Integrated Service Packages.
Other Discounts:	None.
Pay Telephone Surcharge:	\$0.60 Per Call
Directory Assistance (DA):	\$1.75 Per Call

SECTION 6.0 – COMPLEX VOICE SERVICES, (CONT'D.)

6.5 Rates and Charges, (Cont'd.)

6.5.2 Application of Rates and Charges, (cont'd.)

- (A) **BellSouth® Dial Direct Service, BellSouth® Toll-Free Service, BellSouth® Long Distance Voice VPN Service and Bellsouth® Long Distance Calling Card Service**

(2) Usage Charges Table

Call Type	Switched Access		Switched/Dedicated Access		Dedicated/Dedicated Access	
	Initial Period	Each Additional Period	Initial Period	Each Additional Period	Initial Period	Each Additional Period
Dial Direct	\$0.0249	\$0.0083	\$0.0186	\$0.0062	N/A	N/A
Toll-Free	\$0.0249	\$0.0083	\$0.0186	\$0.0062	N/A	N/A
Voice VPN	\$0.0249	\$0.0083	\$0.0186	\$0.0062	\$0.0090	\$0.0030
Calling Card	\$0.0249	\$0.0083	\$0.0249	\$0.0083	N/A	N/A

(3) Service Charges

	Charges Per Call
Complex Voice Calling Card:	\$0.70

SECTION 6.0 – COMPLEX VOICE SERVICES, (CONT'D.)

6.5 Rates and Charges, (Cont'd.)

6.5.2 Application of Rates and Charges, (cont'd.)

(B) Complex Voice Operator Services

(1) Price Schedule

Initial/Additional Periods:	One Minute / One Minute
Non-Recurring Charges:	\$0.00
Recurring Charges	\$0.00
Holiday/TOD Discounts:	Not Applicable
Volume Disc./Commitment:	Not Applicable
Term Disc./Commitment:	Not Applicable
Other Discounts:	Not Applicable
Pay Telephone Surcharge:	\$0.60 Per Call

(2) Usage Rates

Mileage Band	IntraLATA Rate	InterLATA Rate
0 - 22 Miles	\$0.2000	\$0.2000
23 + Miles	\$0.3500	\$0.3500

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SECTION 6.0 – COMPLEX VOICE SERVICES, (CONT'D.)

6.5 Rates and Charges, (Cont'd.)

6.5.2 Application of Rates and Charges, (cont'd.)

(B) Complex Voice Operator Services, (continued)

(3) Service Charges (InterLATA and IntraLATA)

	Billed to ANI	LEC Calling Card	Collect	3rd Party
Station to Station:				
Fully Automated	N/A	\$1.70	\$2.50	N/A
Operator Handles	\$2.50	\$2.50	\$2.50	\$2.50
Person to Person:				
Operator Handled	\$4.80	\$4.80	\$4.80	N/A

SECTION 7.0 - PRIVATE LINE SERVICE

7.1 Service Description

BellSouth® Long Distance Private Line service provides Customers with dedicated circuits connecting distant locations on the Company's network. Service is offered on a non-switched, dedicated basis. A given circuit is provided to a single Customer for the Customer's exclusive use twenty-four hours per day, seven days per week. Private Line service is offered between Company Points of Presence (POPs) subject to the availability of services and facilities and available network capacity.

Local access channels and related facilities that may be required in conjunction with Private Line service are not included herein. Service descriptions, rates and charges for local access channels and related facilities offered by the Company may be found in Section 8 of this Tariff. As an alternative to local channels provided by the Company, the Customer may provide its own local channels or obtain such channels from an alternative access vendor (i.e. "Customer Provided Access"). Such interconnection of Company provided services with Customer Provided Access facilities is described in Section 8.1 of this tariff.

Private Line service includes DS-0, DS-1, Fractional DS-1, DS-3 and OC-n capacity digital transmission services and may be used to transmit both voice and data communications. These services utilize dedicated access arrangements on both the Originating and Terminating ends of each circuit. Charges are billed in advance. Service is subject to the availability of facilities.

7.1.1 The Company offers the following Private Line services:

- (A) **DS-0 service** - a digital transmission service operating at speeds of 56 or 64 Kilobits per second (Kbps). Service can be delivered via analog or digital access (local loop) facilities
- (B) **DS-1 service** - a digital transmission service operating at 1.544 Megabits per second (Mbps).
- (C) **DS-3 service** - a digital transmission service operating at speeds of 44.736 Mbps.
- (D) **OC-n service** - a broadband digital transmission service.
- (E) **Fractional DS-1 service:** provides point-to-point (Customer premises to Customer premises) connectivity at speeds of 2 to 23 DS-0 circuits. The service is supported in 56/64 kbps increments. The Fractional DS-1 service can be delivered via DS-1, DS-3 or OC-n access.

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SECTION 7.0 - PRIVATE LINE SERVICE, (CONT'D.)

7.1 Service Description, (Cont'd.)

The Company also provides Echo Cancellers as an optional feature on DS-0, DS-1 and DS-3 Private Line services. Echo Cancellers eliminate undesired signals (i.e., echoes) on long haul circuits that may experience "echoes" as a result of their distance (generally over 500 miles) and are used exclusively on voice circuits. This optional feature is provided at an additional charge.

SECTION 7.0 - PRIVATE LINE SERVICE, (CONT'D.)

7.2 Service Assurance Guarantee

7.2.1 Definitions

The following definitions apply to this Section of the tariff only:

BellSouth Long Distance Interexchange Network - Refer to Section 1.

BellSouth Long Distance Private Line - A Company provided intrastate DS-1, DS-3 or OC-n private line circuit having both points of origination and termination within Ohio.

BellSouth Long Distance Interexchange Facilities - The physical media, including switches, circuits and/or ports provided (whether leased or owned) by the Company or an affiliate of the Company. Also includes Interexchange circuits provided (whether leased or owned) by an Interexchange Carrier other than the Company, but secured by the Company, to furnish a service to Customer. Tail Circuits not secured by the Company to provide service to the Customer (Off-Net Facilities) or local access circuits provided by any local access provider are not BellSouth Long Distance Interexchange Facilities.

BellSouth Long Distance POP - A designated Point of Presence (POP) at a location where direct interconnection between the BellSouth Long Distance Interexchange Network and the network of another carrier is possible.

BellSouth Long Distance POP to BellSouth Long Distance POP Circuit Availability - Availability of the portion of a single BellSouth Long Distance Private Line DS-1, DS-3, or OC-n circuit connecting two Customer premises from the BellSouth Long Distance POP nearest to an associated Customer premises to the BellSouth Long Distance POP nearest to the distant associated Customer premises, excluding Local Access Circuits and related Tail Circuits.

SECTION 7.0 - PRIVATE LINE SERVICE, (CONT'D.)

7.2 Service Assurance Guarantee, (Cont'd.)

7.2.1 Definitions, (cont'd.)

Calendar Month - Refer to Section 1.

Circuit Availability (CMCA) - $100\% \times [(Total\ Minutes\ in\ Calendar\ Month) - (Total\ Minutes\ of\ Non-Availability\ per\ circuit)] / (Total\ Minutes\ in\ Calendar\ Month)$.

Circuit Non-Availability - Any service interruption caused by the Company that results in a total disruption of service.

End-to-End - A Company-provided Private Line between two Customer premises in which the Private Line is only on (i) the BellSouth Long Distance Interexchange Network (ii) Off-Net Facilities and (iii) local access circuits secured by the Company for Customer from each of the two Customer premises to the nearest BellSouth Long Distance POPs. End-to-End shall be deemed to extend to and include the network termination point at the applicable Customer premises but shall not include Customer premises equipment and inside wiring at the premises.

End to End Circuit Availability - Availability of the portion of a BellSouth Long Distance Private Line DS-1, DS-3, or OC-n circuit connecting two Customer premises.

Total Minutes in Calendar Month - Refer to Section 1.

Total Minutes of Circuit Non-Availability - The total of all minutes of Circuit Non-Availability for a specific BellSouth Long Distance Private Line in one calendar month.

SECTION 7.0 - PRIVATE LINE SERVICE, (CONT'D.)

7.2 Service Assurance Guarantee, (Cont'd.)

7.2.2 Availability Objective

The Company guarantees that DS-1, DS-3, or OC-n Private Line circuits will be available during each calendar month as follows: (1) a minimum of ninety-nine and ninety five hundredths percent (99.95%) of the minutes in a calendar month for BellSouth Long Distance POP to BellSouth Long Distance POP Circuit Availability; and (2) a minimum of ninety-nine and five tenths of a percent (99.50%) of the minutes in a calendar month for End to End Circuit Availability.

For purposes of the performance objective included in Section 7.2, the Company's trouble management system determines the number of minutes of Circuit Non-Availability. The Circuit Non-Availability shall be deemed to commence with the Company's receipt from the Customer of a notice of the Circuit Non-Availability and the Company's issuance of a trouble ticket. The Circuit Non-Availability shall conclude upon the restoration of the Service.

The Customer shall, subject to the terms, exclusions and restrictions described herein, be entitled to receive from the Company a credit if the availability (Circuit Availability) of a particular BellSouth Long Distance Private Line circuit to be provided to the Customer on the BellSouth Long Distance Interexchange Network (the Service) for any Calendar Month falls below the percentage shown in the applicable credit schedule included in this section. The Service shall for purposes of this section be deemed to be unavailable to the Customer only if the Service on a particular BellSouth Long Distance Private Line circuit (Affected Circuit) is subject to an interruption (other than as noted herein) that results in a Circuit Non-Availability.

SECTION 7.0 - PRIVATE LINE SERVICE, (CONT'D.)

7.2 Service Assurance Guarantee, (Cont'd.)

7.2.3 Application of Service Assurance Guarantee

In the event any Company provided DS-1, DS-3 or OC-n Private Line circuit is subject to a Circuit Non-Availability condition, the Customer shall be eligible to receive certain credits according to the following terms:

- (A) The Customer may receive credits for a particular Service pursuant to the performance objectives included in this section for a maximum of four (4) consecutive or a maximum of six (6) months in any twelve (12) month period.
- (B) In the event that the Calendar Monthly Circuit Availability for a particular affected circuit falls below ninety-nine and ninety five hundredths of a percent (99.95%) for BellSouth Long Distance POP to BellSouth Long Distance POP circuit availability; and/or below ninety-nine and five tenths of a percent (99.50%) for End to End circuit availability, the Customer shall be eligible to receive a credit for such month in accordance with the following schedules. This credit shall be applied to the Customer's Private Line circuit monthly recurring charge for such circuit (which includes a fixed and a per mile monthly recurring charge and excludes Dedicated Access local channel charges) for such month (following application of any discounts or credits that the Customer is eligible to receive). The credits described in this paragraph, if applicable, shall be the Customer's sole and exclusive remedy for any and all service interruptions affecting the Customer's Private Line circuits provided by the Company.

SECTION 7.0 - PRIVATE LINE SERVICE, (CONT'D.)

7.2 Service Assurance Guarantee, (Cont'd.)

7.2.3 Application of Service Assurance Guarantee, (cont'd.)

(C) Private Line Credit Schedules

Credit Schedule for BellSouth Long Distance POP-to-BellSouth Long Distance POP Service		
Circuit Availability		Amount of Credit ¹
Upper Level	Lower Level	
100.00%	99.95%	0%
99.94%	99.75%	5%
99.74%	99.51%	10%
99.50%	98.51%	20%
98.50%	97.51%	30%
97.50%	97.01%	40%
97.00%	0.00%	50%

¹ Credit as a % of the Eligible Circuit Charges described in this tariff for the Affected Circuit.

Credit Schedule for End-to-End Service		
Circuit Availability		Amount of Credit ²
Upper Level	Lower Level	
100.00%	99.50%	0%
99.49%	99.01%	5%
99.00%	98.51%	10%
98.50%	98.01%	20%
98.00%	97.01%	30%
97.00%	96.01%	40%
96.00%	0.00%	50%

² Credit as a % of the Eligible Circuit Charges described in this tariff for the Affected Circuit.

SECTION 7.0 - PRIVATE LINE SERVICE, (CONT'D.)

7.2 Service Assurance Guarantee, (Cont'd.)

7.2.3 Application of Service Assurance Guarantee, (cont'd.)

- (D) To be eligible for credits described in this section under this guarantee, the Customer must submit to the Company written documentation describing in reasonable detail the specific Private Line circuits affected by a service interruption, the location of the affected circuit, and specifically request the credits (Circuit Availability metric for BellSouth Long Distance POP to BellSouth Long Distance POP or End-to-End), for which the Customer believes are applicable under the service guarantee. The written notice must be sent to the Company within thirty (30) days of the conclusion of the service calendar month in which the requisite unavailability or service degradation occurs. In the event the Customer fails to comply with the written notice requirement within the thirty (30) day period described in the preceding sentence, the Customer shall, with respect to that remedy, have permanently waived the right to such remedy.
- (E) The remedies included in this section are the Customer's sole and exclusive remedies and shall apply in lieu of any and all other service interruption guarantee or credit(s) or outage guarantee or credit(s) or performance credits for which the Customer may have otherwise been eligible.
- (F) This guarantee shall apply only to BellSouth Long Distance Private Line services as defined in this section (i.e., DS-1 and above speeds). DS-0 and Fractional DS-1 BellSouth Long Distance Private Line services are covered under Section 2.14 (Interruption of Service) of this tariff.
- (G) A second credit cannot be requested for the same month and for the same circuit for End-to-End Circuit Availability if a Private Line service credit has been issued to Customer for BellSouth Long Distance POP to BellSouth Long Distance POP Circuit Availability.
- (H) A second credit cannot be requested for the same month and for the same circuit for BellSouth Long Distance POP to BellSouth Long Distance POP Circuit Availability if a Private Line service credit has been issued to the Customer for End-to-End Circuit Availability.
- (I) Credits for the performance objective included in this document for the Service for any Calendar Month must exceed \$25.00 to be processed.

SECTION 7.0 - PRIVATE LINE SERVICE, (CONT'D.)

7.2 Service Assurance Guarantee, (Cont'd.)

7.2.3 Application of Service Assurance Guarantee, (cont'd.)

- (J) This guarantee shall not apply and a period of Circuit Non-Availability shall not be deemed to have occurred in the event that the Company's Private Line service is unavailable due to any of the following:
- (1) Interruptions or times of service degradation on Private Line circuits that are not "Accepted Circuits" where an Accepted Circuit is one that the Company and the Customer have tested and mutually agree is working as ordered following provisioning of a new order or change order and for which the Company has commenced billing the Customer.
 - (2) Interruptions or times of service degradation caused by the negligence, act, error, or omission of the Customer or others authorized by the Customer to use the Customer's service.
 - (3) Interruptions or times of service degradation due to failure of power at the Customer premises or failure or poor performance of Customer premises equipment.
 - (4) Interruptions or times of service degradation during any period in which the Company or its agents are not afforded access to the premises where the access lines associated with the Customer's service originate or terminate, provided such access is reasonably necessary to prevent a degradation or to restore service.
 - (5) Interruptions or times of service degradation during any period when the Company has posted on the Company's Web site or communicated to the Customer in any other manner that the Customer's service will be unavailable for maintenance or rearrangement purposes, or the Customer has released the service to the Company for the installation of a Customer service order.
 - (6) An interruption or time of service degradation during any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.

SECTION 7.0 - PRIVATE LINE SERVICE, (CONT'D.)

7.2 Service Assurance Guarantee, (Cont'd.)

7.2.3 Application of Service Assurance Guarantee, (cont'd.)

(J), (continued)

- (7) Interruptions beyond the Company's reasonable control (Force Majeure Event) including but not limited to: acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, national emergencies, acts of terrorism, cable or fiber cuts resulting from the actions of third parties beyond the reasonable control of the Company.
- (8) Interruptions or times of service degradation resulting from the Customer's use of services in an unauthorized or unlawful manner.
- (9) Interruptions or times of service degradation resulting from a disconnect for non-payment or an interruption of service resulting from incorrect orders from the Customer.
- (10) Interruptions resulting from a disconnect for the Customer's breach of a term set forth in this Tariff and/or contract pursuant to which the Company is providing the Service to Customer.
- (11) Interruptions or times of service degradation resulting from incorrect, incomplete or inaccurate orders from the Customer (including without limitation the Customer's over subscription of circuits).
- (12) Interruptions or times of service degradation due to improper or inaccurate network specifications provided by the Customer.
- (13) Interruptions or times of service degradation resulting from a failure of a carrier providing the local access circuit or tail circuits.
- (14) Special configurations of the standard Service that have been mutually agreed to by the Company and the Customer; provided, however, the Company may provide a separate service level agreement to the Customer for those special configurations.

SECTION 7.0 - PRIVATE LINE SERVICE, (CONT'D.)

7.2 Service Assurance Guarantee, (Cont'd.)

7.2.3 Application of Service Assurance Guarantee, (cont'd.)

- (K) Subject to the terms, exclusions and restrictions described herein, if, during three consecutive Calendar Months or any six Calendar Months in any twelve-month period, the aggregate amount of credits received by the Customer in accordance with this section for a particular Affected Circuit exceeds fifty percent (50%) of the Customer's total monthly recurring charges for that Affected Circuit, the Customer may, upon thirty (30) days' prior written notice to the Company, terminate the Affected Circuit, without incurring any early termination charges otherwise due in accordance with this tariff or the Customer contract for that Affected Circuit except for usage charges accrued to the date of termination.
- (L) Subject to the terms, exclusions and restrictions described herein, if, during any twelve-month period, the aggregate amount of credits received by the Customer in accordance with this section for all Affected Circuits exceeds fifty percent (50%) of the Customer's total monthly recurring charges, after application of any discounts or credits, for all of the Customer's Private Lines during that twelve-month period, the Customer may, upon thirty days' prior written notice to the Company, terminate all BellSouth Long Distance Private Lines provided to the Customer by the Company on the BellSouth Long Distance Interexchange Network, without incurring any early termination charges associated with the services, except for charges accrued to the date of termination. The Customer's right to terminate the services in accordance with the foregoing shall not, however, apply during any twelve-month period in which the Customer had less than ten (10) BellSouth Long Distance Private Lines in use during that entire period.

SECTION 7.0 - PRIVATE LINE SERVICE, (CONT'D.)

7.2 Service Assurance Guarantee, (Cont'd.)

7.2.3 Application of Service Assurance Guarantee, (cont'd.)

- (M) Any termination right available to the Customer under this section must be exercised within fifteen (15) days after the Customer first becomes eligible to exercise the applicable termination right. In the event the Customer fails to comply with the condition set forth in the immediately preceding sentence, the Customer shall, with respect to the applicable termination right, have waived its right to such termination right.
- (N) In the event the Customer is unable to meet any minimum monthly commitment for all services being provided by the Company to the Customer under a contract applicable to the contracted services as a direct result of the termination of the services pursuant to this section, the Customer and the Company shall negotiate in good faith to reach an alternative minimum monthly commitment which shall be in consideration of eligible revenue to the Company for which the Customer no longer receives credit in determining whether the minimum monthly commitment is satisfied.

SECTION 7.0 - PRIVATE LINE SERVICE, (CONT'D.)

7.3 Terms and Conditions of Service

Private Line service is available under the Integrated Service Package Offerings in Section 9 of this tariff. Terms and conditions of the provision of Private Line service as part of an Integrated Service Package, including, without limitation, discounts, usage minimums, and term commitments are set forth in this tariff.

The Rates and Charges described in this Section of the tariff are based on the commitment of the Customer to utilize the service for a specified minimum period of time. Therefore, notwithstanding anything in this tariff to the contrary, the Customer will be billed by and required to pay to the Company all rates, fees and charges which accrue for each Private Line circuit and for all associated Dedicated Access facilities during the entire Circuit Minimum Service Term (as defined below) applicable to each such Private Line Circuit.

The Circuit Minimum Service Term shall be a minimum in-service period beginning on the day the Company notifies the Customer that the facility or circuit is available for use and the Customer accepts delivery of such facility or circuit. A facility or circuit is considered accepted by the Customer if (i) the Customer fails to give written notice that the facility or circuit is in material non-compliance with the applicable standard network specifications within five (5) business days after notification to the Customer by the Company that the facility or circuit is available; or (ii) the Customer places live traffic over the facility or circuit after notification by the Company that facility or circuit is available.

Billing shall commence once a facility or circuit is considered "available and accepted" as described above, regardless of whether or not the Customer utilizes all or any part of such facility or circuit.

For Fractional DS-1 and DS-1 BellSouth® Long Distance Private Line service the Circuit Minimum Service Term is six (6) continuous months. For DS-3 Long Distance Private Line service, the Circuit Minimum Service Term is twelve (12) continuous months. For OC-n Long Distance Private Line service the Circuit Minimum Service Term is determined on an Individual Case Basis (ICB).

The company will bill and collect from the Customer all waived nonrecurring charges associated with a Private Line service promotion on a Private Line circuit or facility that has not met the Circuit Minimum Service Term upon termination of the Customer's agreement or upon disconnect of such Private Line circuit or facility.

SECTION 7.0 - PRIVATE LINE SERVICE, (CONT'D.)

7.4 Rates and Charges

BellSouth® Long Distance Private Line service is available under the Integrated Service Packages offerings in Section 9 of this tariff. Terms and Conditions for the provision of Private Line service as part of an Integrated Service Package, including without limitation, discounts, usage minimums, and term commitments, are set forth in Section 9 of this tariff.

The rates and charges described in this Section are the base rates and charges prior to any volume and term discounts given to the Customer. Customers who subscribe to Integrated Service Packages in this tariff may obtain discounts from these base rates and charges.

The nonrecurring charges for each Private Line channel apply for the installation of new circuits, changes in speed of existing circuits or temporary disconnects of a circuit for Customer reasons. For changes in Private Line service speeds, the nonrecurring charge associated with the current (old) channel speed shall apply. The nonrecurring charges associated with a change of speed or temporary disconnect will not apply to DS-0, Fractional DS-1 and DS-1 channels in service for at least six (6) continuous months or to DS-3 and above speed channels in service for at least twelve (12) continuous months.

The monthly charges for each Private Line channel shall be the applicable monthly charges in effect on the date that such Private Line channel is installed, and the rates for such Private Line channel shall remain fixed for the duration of the Customer's Contract Term.

Additionally, rates set forth herein do not include Dedicated Access channels and access-related charges (including, without limitation, installation charges, inside wiring charges assessed by the Local Exchange Carrier (LEC), construction charges assessed by the LEC and distance and termination charges assessed by the LEC). Therefore, Dedicated Access channels and access related charges are additional charges. Rates and charges for Dedicated Access channels provided by the Company are found in Section 8 of this tariff.

OC-n rates and charges will be calculated on an Individual Case Basis (ICB).

SECTION 7.0 - PRIVATE LINE SERVICE, (CONT'D.)

7.4 Rates and Charges, (Cont'd.)

The following rates and charges apply to Private Line service offered by the Company:

7.4.1 Private Line Channel Charges

Circuit Bandwidth	Fixed Monthly Charge	Base Rates	
		Interoffice Channel Mileage (Per Mile)	Nonrecurring Charge
56/64 Kbps (DS0/DDS/analog)	\$270.00	\$0.34	\$100.00
128 Kbps	\$461.00	\$0.37	\$150.00
192 Kbps	\$695.00	\$0.59	\$150.00
256 Kbps	\$897.00	\$0.77	\$150.00
320 Kbps	\$1,116.00	\$0.95	\$150.00
384 Kbps	\$1,308.00	\$1.12	\$150.00
448 Kbps	\$1,486.00	\$1.25	\$150.00
512 Kbps	\$1,646.00	\$1.40	\$150.00
576 Kbps	\$1,805.00	\$1.54	\$150.00
640 Kbps	\$1,942.00	\$1.66	\$150.00
704 Kbps	\$2,069.00	\$1.78	\$150.00
768 Kbps	\$2,183.00	\$1.87	\$150.00
832 Kbps	\$2,356.00	\$1.87	\$150.00
896 Kbps	\$2,356.00	\$1.87	\$150.00
960 Kbps	\$2,356.00	\$1.87	\$150.00
1,024 Kbps	\$2,356.00	\$1.87	\$150.00
1,088 Kbps	\$2,356.00	\$1.87	\$150.00
1,152 Kbps	\$2,356.00	\$1.87	\$150.00
1,216 Kbps	\$2,356.00	\$1.87	\$150.00
1,280 Kbps	\$2,356.00	\$1.87	\$150.00
1,344 Kbps	\$2,356.00	\$1.87	\$150.00
1,408 Kbps	\$2,356.00	\$1.87	\$150.00
1,472 Kbps	\$2,356.00	\$1.87	\$150.00
1.544 Mbps	\$910.00	\$3.50	\$500.00
44.736 Mbps	\$3,700.00	\$22.50	\$2,700.00
OC-3	ICB	ICB	ICB
OC-12	ICB	ICB	ICB
OC-48	ICB	ICB	ICB

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SECTION 7.0 - PRIVATE LINE SERVICE, (CONT'D.)

7.4 Rates and Charges, (Cont'd.)

7.4.2 Echo Cancellation Charges

Channel Type	Monthly Charge	Nonrecurring Charge
DS-0	\$215.00	\$200.00
DS-1	\$215.00	\$200.00
DS-3	\$6,020.00	\$5,600.00

SECTION 8.0 - DEDICATED ACCESS SERVICE

8.1 Service Description

Dedicated Access service provides for the connection of a Customer premises to the Company's Point of Presence (POP) or its designate. With Dedicated Access service, the Customer is connected directly to the Company's network or its designate without utilizing the services of the local switched network.

Dedicated Access service may be obtained directly from the Company at rates and charges contained in this tariff. Dedicated Access services are available in various facility types for originating, terminating and two-way point-to-point service at transmission speeds shown in the following table:

Facility Type	Available Bandwidth	Equivalent VG Channels
DS-0 Analog	300-3000 Hz	1 Channel
DD-S	64 Kbps	1 Channel
DS-1	1.544 Mbps	24 Channels
DS-3	44.736 Mbps	672 Channels

BellSouth® Dedicated Access service at DS-3, OC-3, OC-12, OC-48 and OC-192 rates may also be available but will be provided on an Individual Case Basis (ICB) pursuant to contract as described in Section 11 of this tariff.

A Dedicated Access service as offered by the Company provides a transmission path between a Customer's designated premises or the central office of the Customer's serving LEC¹ to a Company Point of Presence (POP) or its designate. Dedicated Access service connections are provided as digital channels differentiated by bit rate.

¹ Centrex-type service switches, packet switches and digital cross-connect systems provided by the Customer's serving LEC are considered to be a customer premises for purposes of administering regulations and rates contained in this Tariff.

SECTION 8.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

8.1 Service Description, (Cont'd.)

As an alternative, the Customer may provide its own Dedicated Access service from another access vendor, ("Customer Provided Access"). Customer Provided Access allows the Customer to provide its own local access (local channel) via a local exchange carrier (LEC) or other vendor provided the vendor has entrance facilities into the BellSouth Long Distance Network Access Point of Presence ("NAP"). BellSouth Long Distance is responsible for all network components with the exception of the Customer provided local channel.

If the Customer chooses to provide its own access facility in conjunction with BellSouth Long Distance services, the Customer has the sole responsibility to acquire, coordinate the delivery, and maintain the access facility. The BellSouth Long Distance Customer Resource Center ("CRC") will provide the Customer with a "Letter of Authorization" ("LOA") and a "Channel Facility Assignment" ("CFA") to facilitate the delivery of the local channel by the Customer's Access vendor.

Rates and charges for Customer Provided Access are contained in Section 8.5.

Customers can order a basic channel and select, from a list of available transmission parameters and channel interfaces, those that they desire to meet specific communications requirements. For purposes of ordering channels, each is identified by type of service. However, such identification is not intended to limit a Customer's use of the channel nor to imply that the channel is limited to a particular use. Following is a brief description of each type of channel offered by the Company:

DS-0 Analog - a voice grade channel which provides voice frequency transmission capability in the nominal frequency range of 300 to 3000 Hz and may terminate as a two-wire or four-wire facility. Analog DS0 access service is provided between the Customer premises and the Company point of presence.

Digital Data Service Access - a channel for duplex four-wire transmission of synchronous serial data at the rate of 56.0 or 64.0 kbps. Transmission speeds of 56.0 and 64.0 kbps are referred to as high speed Digital Data Service (DDS) options. The actual bit rate is a function of the channel interface selected by the Customer.

DS-1 - a channel for the transmission of nominal 1.544 Mbps isochronous serial data. The actual bit rate is a function of the channel interface selected by the Customer.

DS-3 - a channel for the transmission of nominal 44.736 Mbps isochronous serial data. A DS-3 channel has capacity for 28 DS-1 channels.

SECTION 8.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

8.1 Service Description, (Cont'd.)

Service may be provided as two-point service only. A two-point channel or facility connects a Customer designated Premises on a directly connected basis to a Company point of presence (POP) or designate. Applicable rate elements are:

- (A) Access Channel
- (B) Optional Features and Functions (when applicable)
- (C) Central Office Connection
- (D) Access Coordination Fee

A Customer may request that the facilities used to provide BellSouth® Dedicated Access service be specially routed. Special Facilities Routing (i.e., Avoidance, Diversity and Cable-Only) will be provided on an Individual Case Basis ("ICB") as set forth under Section 11 – Contracts For Service of this tariff.

Customers selecting the Company as their Primary Carrier may purchase BellSouth® Dedicated Access service for any of the locations (NPA/NXXs) outlined in Appendix A of the Company's Complex Business Services Interstate Pricing Guide. The Dedicated Access services offered in this tariff are available only in conjunction with Complex Voice services and Private Line facilities offered by the Company.

The minimum service period for all Dedicated Access services is three (3) months unless specified elsewhere in this tariff. The minimum service period for ICB services is specified in the Individual Case Basis contract.

SECTION 8.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

8.2 Rate Elements

Generally, a BellSouth® Dedicated Access service facility consists of the following rate elements: Access Channel, Optional Features and Functions, Access Coordination Fee and Central Office Connection. Each of these elements is described below in more detail.

8.2.1 Access Channels

An Access Channel provides for the communications path between a Customer premises and the Company Point of Presence (POP) or designate. Included as part of the Access Channel is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the Point of Termination (POT) and the type of signaling capability, if any. The signaling capability itself is provided as an optional feature as set forth in 8.2.2 following. One Access Channel charge will apply per Customer-designated Premises at which the channel is terminated.

Rates and charges for Access Channels are specified by facility type in Section 8.5 and Appendix A of the Company's Complex Business Services Interstate Pricing Guide.

SECTION 8.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

8.2 Rate Elements , (Cont'd.)

8.2.2 Optional Features and Functions

Optional Features and Functions provide for capabilities which may be added to a basic BellSouth® Dedicated Access service facility to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics, which may be obtained. These characteristics may be obtained by using various combinations of equipment.

Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element.

(A) DS-0 Analog Service

When service is used for voice applications, signaling is typically required. Additionally, when service is used for data transmission, the Access Channels may require special conditioning (e.g. C-type and/or D-type conditioning).

(1) Signaling

Signaling capability provides for the process by which one Customer Premises alerts another customer premises on the service with which it wishes to communicate.

(2) Conditioning

Conditioning provides more specific transmission characteristics for analog DS-0 access services. C-Type conditioning controls attenuation distortion and envelope delay distortion. D-Type conditioning provides transmission characteristics suitable for data communications. D-Type conditional also provides for the control of "Signal to C-Notch Noise Ratio" and intermodulation distortion.

SECTION 8.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

8.2 Rate Elements , (Cont'd.)

8.2.2 Optional Features and Functions, (cont'd.)

(B) DS-1 Service

(1) Clear Channel Capability

Clear Channel Capability (CCC) is an arrangement that alters a DS-1/1.544 Mbps signal with unconstrained information bits. This will allow a Customer to transport an all-zero octet over a DS-1/1.544 Mbps channel and will provide an available combined maximum 1.536 Mbps data rate.

CCC is provided on DS-1/1.544 Mbps channels between two Customer designated premises and is subject to the availability of facilities. This optional feature may be ordered at the same time the DS-1/1.544 Mbps channel is ordered, or it may be ordered as an additional feature of an existing channel.

8.2.3 Central Office Connection (COC)

A Central Office Connection consists of monthly and non-recurring charges to telecommunications users for the access connection between the local central office and Company facilities. The charges are on a per channel and speed of circuit basis.

8.2.4 Access Coordination Fee (ACF)

An Access Coordination Fee consists of monthly and non-recurring charges to a telecommunications Customer to compensate for internal labor costs of ordering, provisioning, installing and maintaining end-to-end service by the Company. The charges are on a per access channel and speed of circuit basis.

SECTION 8.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

8.3 Payment Plans

BellSouth® Dedicated Access service is available on a month-to-month basis with a minimum three-month service period unless otherwise specified in this tariff. Term discounts, if available, may be provided by the Company through plans as contained in Section 8.5 of this tariff, promotional offerings or on a contractual basis according to Sections 5 and 11 of this tariff, respectively.

If a month-to-month Customer disconnects Dedicated Access service prior to the end of the three-month minimum service period, the Customer shall be charged the applicable monthly recurring charge for the full and partial month(s) remaining in that period.

8.4 Special Access Surcharge

A Special Access Surcharge applies when Dedicated Access services are connected to a PBX or equivalent device which is capable of interconnecting the Dedicated Access service with local exchange service.

The Company will automatically bill the surcharge on each Dedicated Access service installed irrespective of whether the interconnection capability exists in the customer's premises equipment or in a Centrex type service switch unless written certification is received from the Customer certifying exemption status as set forth in 8.4.1.

SECTION 8.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

8.4 Special Access Surcharge, (Cont'd.)

8.4.1 Special Access Surcharge Exemptions

A Dedicated Access channel will be exempted from the surcharge if the Customer provides the Company written certification that the Dedicated Access channel termination is one of the following:

- (1) an open-end termination in a Company switch of an FX line, including CCSA and CCSA-equivalent ONALS; or
- (2) an analog Access Channel that is used for radio or television program transmission; or
- (3) a termination used for TELEX service; or
- (4) a termination that by the nature of its operating characteristics could not make use of Company common lines; or
- (5) a termination that interconnects either directly or indirectly to the local exchange network where the usage is subject to Carrier Common Line charges such as, where the Dedicated Access channels access LEC Feature Group A facilities and no local exchange lines, or Dedicated Access service between Customer Points of Termination or Dedicated Access service connecting CCSA or CCSA-type equipment (inter-machine trunks); or
- (6) a termination that the Customer certifies to the Company is not connected to a PBX or other device capable of interconnecting the Dedicated Access facility to a local exchange subscriber line.

SECTION 8.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

8.4 Special Access Surcharge, (Cont'd.)

8.4.2 Exemption Certification

BellSouth® Dedicated Access services which are terminated as set forth in Section 8.4.1 will be exempted from the Special Access Surcharge if the Customer provides the Company with a written notification certifying exemption. Such notification shall be provided by the Customer (1) at the time the Dedicated Access service is ordered or installed; (2) at such time as the Dedicated Access service is reterminated to a device not capable of interconnecting to the local exchange network, or (3) at such time as the Dedicated Access service becomes associated with a LEC-provided Feature Group A service that is subject to Carrier Common Line charges.

If written certification is not received at the time the Dedicated Access service is obtained, the surcharge will be applied. Exempt status will become effective on the certification date indicated by the Customer.

The exemption certification is to be provided by the Customer ordering the service. The certification must be signed by the Customer or authorized representative and include the category of exemption, as set forth in Section 8.4.1, for each termination, and the date which the exemption is effective.

The Customer shall also notify the Company when an exempted Dedicated Access service is changed or reterminated such that the exemption is no longer applicable.

SECTION 8.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

8.4 Special Access Surcharge, (Cont'd.)

8.4.3 Crediting the Surcharge

The Company will cease billing the Special Access Surcharge when certification that the BellSouth® Dedicated Access channel has become exempt from the surcharge, as set forth in Section 8.4.1 is received. If the status of the Dedicated Access service was changed prior to receipt for the exemption certification, the Company will credit the Customer's account, not to exceed ninety (90) days, based on the effective date of the change specified by the Customer in the letter of certification.

8.4.4 Surcharge Rates

The monthly Special Access Surcharge applies to Dedicated Access services on a per voice equivalent basis as shown in the following example.

Voice Grade	1 x \$25.00	= \$ 25.00
DS-1	24 x \$25.00	= \$600.00

In the case of multipoint Dedicated Access service, one Special Access Surcharge will apply for each termination at a Customer designated premises except that no surcharge applies at the Customer designated premises at which the Access service is connected to interstate service.

The Company will bill the surcharge to the Customer who orders the Dedicated Access service unless the Service is exempt as set forth in Section 8.4.1.

SECTION 8.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

8.5 Rates and Charges

Nonrecurring charges apply to each Access Channel on each BellSouth® Dedicated Access service installed. Nonrecurring charges also apply to the installation of Optional Features and Functions available with Dedicated Access service.

When a Customer subscribes to a plan with an associated Contract Term, the monthly recurring charges for each Dedicated Access Channel and associated rate elements installed by the Company shall be the applicable monthly charges in effect on the date that such Dedicated Access Channel is installed, and shall remain fixed for the duration of the Term.

8.5.1 Access Channels

Non-Recurring and monthly recurring charges for Access channels are listed by NPA/NXX in Appendix A of the Company's Complex Business Services Interstate Pricing Guide. For NPA/NXXs not listed in that Appendix A, Access Channels may be provided and billed by the Company, at its option, at rates found in the relevant LEC access tariff or on an Individual Case Basis.

8.5.2 Optional Features and Functions

Feature	Non-Recurring Charge	Monthly Charge
DS-0 Signaling:		
Per Access Channel	\$10.00	\$25.00
DS-0 Conditioning:		
Per Access Channel C-Type	\$75.00	\$100.00
D-Type	\$5.00	\$10.00
DS-1 Clear Channel Capability:		
Per Access Channel	\$0.00	\$0.00

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SECTION 8.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

8.5 Rates and Charges, (Cont'd.)

8.5.3 Central Office Connection

Circuit	Non-Recurring Charge	Monthly Charge
DS-0 Analog	\$ 185.50	\$ 75.00
DDS	\$ 185.50	\$ 75.00
DS-1	\$ 327.50	\$ 250.00
DS-3	\$1,637.50	\$1,500.00

8.5.4 Access Coordination Fee

Circuit	Non-Recurring Charge	Monthly Charge
DS-0 Analog	\$ 167.10	\$ 35.00
DDS	\$ 167.10	\$ 35.00
DS-1	\$ 207.10	\$ 95.00
DS-3	\$2,295.00	\$125.00

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SECTION 8.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

8.5 Rates and Charges, (Cont'd.)

8.5.5 Change and Disconnect Charges

The following nonrecurring charges apply to changes in BellSouth® Dedicated Access service channel speeds and to temporary disconnects for customer reasons. For changes in Dedicated Access channel speeds, the nonrecurring charge associated with the new Dedicated Access channel speed shall apply.

The nonrecurring charges herein do not apply to Dedicated Access channels used in conjunction with BellSouth® Long Distance Private Line service, BellSouth® Long Distance Frame Relay service or BellSouth® Long Distance ATM service.

	Nonrecurring Charge
Per DS-0, DS-1 or Fractional DS-1 Dedicated Access Channel	\$290.00
Per DS-3 Dedicated Access Channel	\$990.00
Per OC-3 Dedicated Access Channel	\$1,500.00

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SECTION 8.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

8.5 Rates and Charges, (Cont'd.)

8.5.6 Move Charges

The following nonrecurring charges apply when the Customer requests a location change in the point of interconnection with the Company's Dedicated Access service.

(A) Move Charge for Moves Within Same Building:

	Nonrecurring Charge
Per DS-0 Analog or DDS Dedicated Access Channel	\$290.00
Per DS-1 or Fractional DS-1 Dedicated Access Channel	\$600.00
Per DS-3 Dedicated Access Channel	\$990.00
Per OC-3 Dedicated Access Channel	\$1,500.00

(B) Move Charge for Moves to a Different Building:

	Nonrecurring Charge
Per DS-0 Analog or DDS Dedicated Access Channel	\$ 925.00
Per DS-1 or Fractional DS-1 Dedicated Access Channel	\$1,734.60
Per DS-3 Dedicated Access Channel	\$1,980.00
Per OC-3 Dedicated Access Channel	\$3,000.00

SECTION 8.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

8.5 Rates and Charges, (Cont'd.)

8.5.7 Access Discount Plan (ADP)

Dedicated Access service Customers will receive the applicable discount from the table below based on the Access Discount Plan Term that the Customer selects per circuit. The discount applies only to the DS-3, DS-1, DS-0 and DDS local channel monthly rates in Appendix A of the Company's Complex Business Services Interstate Pricing Guide.

Access Discount Plan Term	% Discount
One-Year	5%
Two-Year	10%
Three-Year	12%
Four-Year	12%
Five-Year	12%

If an ADP is terminated by the Customer prior to the end of the ADP Term, the Customer will be assessed an early termination charge equivalent to 75% of the pre-discounted local channel monthly charges multiplied by the number of months remaining in the Customer's ADP Term.

If the Customer extends an ADP Term on any circuit prior to the expiration of that ADP's term, the Company will waive early termination charges provided that the new ADP Term is equal to or greater than the original ADP Term.

Upon ADP expiration, the Customer may elect to enroll in a currently available ADP Term. The applicable % discounts will be applied to the then current monthly rates contained in this Section and Appendix A of the Company's Complex Business Services Interstate Pricing Guide. The Customer will be charged at the current discounted rate for the newly selected ADP commencing the day following completion of the prior payment period.

Customers may continue to receive service upon expiration of their current ADP without enrollment in a new plan. However, service will be continued at the then current monthly rates without any discounts. Additionally, any other promotional monthly waivers associated with the expired ADP will be discontinued. Customers have no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge.

SECTION 8.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

8.5 Rates and Charges, (Cont'd.)

8.5.9 ACF and COC Monthly Charge Discount Plan

This plan is available to Customers under the following terms and conditions:

- (A) This plan is only available to customers ordering new Dedicated Access service for BellSouth® Long Distance Dial Direct service and BellSouth® Long Distance Toll Free service in Section 6 of this tariff; or BellSouth® Long Distance Private Line services in Section 7 of this tariff.
- (B) The Customer must sign a Dedicated Access service enrollment form contract with a minimum term of one year. Additionally, the Customer must sign a BellSouth® Business Class Family of Services agreement for a minimum of one year and an enrollment form contract specific to this plan.
- (C) The plan cannot be combined with any Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.
- (D) The Company will waive 75% of the monthly charges for the applicable Access Coordination Fees and 100% of the monthly charges for the applicable Central Office Coordination Fees for circuits installed under this plan. These prices will remain in effect during the entire contract term selected by the Customer.
- (E) Each dedicated access circuit priced under this plan must remain installed and utilized by the Customer for a least 12 consecutive months. The Customer must pay a termination penalty equal to all waived monthly charges for any circuit disconnected prior to the end of this 12-month period. The termination penalty will be calculated from the time of the initial bill for such circuit to the time the circuit is disconnected.
- (F) In order to receive the prices indicated in paragraph 8.5.9(D), services receiving this plan's discounts must be installed and activated no later than sixty (60) days from the Customer's date of signature on the applicable enrollment form.

SECTION 8.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

8.5 Rates and Charges, (Cont'd.)

8.5.10 BellSouth® Dedicated Access Service Installation Charge Waiver

- (A) The Company will waive 100% of the nonrecurring installation charges (including Access Coordination Fee and Central Office Connection nonrecurring charges) for domestic intrastate Dedicated Access circuits to customers meeting the following criteria:
- (1) The Customer must sign a BellSouth® Business Class Family of Services agreement of at least one year. The Customer must also sign a BellSouth® Dedicated Access service enrollment form contract of at least one year and an enrollment form contract specific to this waiver.
 - (2) This waiver is only available to new Dedicated Access circuits.
 - (3) Each Dedicated Access circuit receiving the waiver must remain installed and utilized by the Customer for at least 12 consecutive months. If the Customer disconnects a Dedicated Access circuit receiving this waiver prior to this 12-month period, the Customer must pay the Company the waived installation charge for such disconnected circuit.
 - (4) This waiver cannot be combined with any Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.
 - (5) For circuits receiving this waiver, the Customer must request that services be installed and activated no later than sixty (60) days from the Customer's date of signature on the applicable enrollment form.

SECTION 8.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

8.5 Rates and Charges, (Cont'd.)

8.5.11 Flat Rate Dedicated Access II Plan

This plan is available to Customers under the following terms and conditions:

- (A) This plan is only available to Customers ordering new Dedicated Access service for BellSouth® Long Distance Dial Direct service and BellSouth® Long Distance Toll Free service in Section 6 of this tariff; or BellSouth® Long Distance Private Line service in Section 7 of this tariff.
- (B) The Customer must sign a Dedicated Access service enrollment form contract with a minimum term of two years (24 months). Additionally, the Customer must sign a BellSouth® Business Class Family of Services agreement for a minimum of two years (24 months) and \$1,000 minimum monthly commitment and an enrollment form contract specific to this plan.
- (C) A termination penalty equal to the applicable monthly charge specified in paragraph 8.5.11 (D) times the number of months remaining in the minimum 24-month period specified in paragraph 8.5.11 (B) will apply for those circuits disconnected prior to the expiration of the minimum two-year contract period. The Customer will pay the Company such termination penalty upon disconnection of any such circuits.

SECTION 8.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

8.5 Rates and Charges, (Cont'd.)

8.5.11 Flat Rate Dedicated Access II Plan, (cont'd.)

- (D) Circuits installed under this plan will be priced as indicated below and will be in lieu of the prices shown in Appendix A of the Company's Complex Business Services Interstate Pricing Guide. These prices will remain in effect during the entire contract term selected by the Customer.

For DS-0 Loop Prices in between:*	Flat Rate Dedicated Access II Plan Price Is
\$0.00 - \$150.00	See Note*.
\$150.01 - \$300.00	\$150.00
\$300.01 +	\$200.00

For DS-1 Loop Prices in between:*	Flat Rate Dedicated Access II Plan Price Is
\$0.00 - \$250.00	See Note*.
\$250.01 - \$400.00	\$250.00
\$400.01 - \$800.00	\$350.00
\$800.01 - \$1,200.00	\$450.00
\$1,200.01 +	See Note*.

For DS-3 Loop Prices in between:*	Flat Rate Dedicated Access II Plan Price Is
\$0.00 - \$2,500.00	See Note*.
\$2,500.01 - \$4,000.00	\$2,500.00
\$4,000.01 - \$6,000.00	\$3,500.00
\$6,000.01 - \$9,000.00	\$4,500.00
\$9,000.01 +	See Note*.

For Customers selecting a combination of the Access Discount Plan (ADP) in Section 8.5.7 and this Flat Rate Dedicated Access II Plan, the price ranges associated with this plan will be determined after the appropriate ADP discount is applied to the base prices as outlined in Appendix A of the Company's Complex Business Services Interstate Pricing Guide.

* Prices are outlined in Appendix A of the Company's Complex Business Services Interstate Pricing Guide.

SECTION 8.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

8.5 Rates and Charges, (Cont'd.)

8.5.11 Flat Rate Dedicated Access II Plan, (cont'd.)

- (E) This plan cannot be combined with any Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.
- (F) This plan is coterminous with the Customer's BellSouth® Business Class of Family of Services agreement. New Dedicated Access channels added under the term of the BellSouth® Business Class Family of Services agreement are eligible to receive the appropriate pricing under this plan.
- (G) Plan prices will apply to eligible circuits ordered under this plan provided that at least one such eligible circuit is installed and activated no later than sixty (60) days from the Customer's date of signature on the applicable enrollment form.

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SECTION 8.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

8.5 Rates and Charges, (Cont'd.)

8.5.12 Customer Provided Access

Channel Type	Monthly Charge
DS-0	\$50.00
DS-1	\$200.00
DS-3	\$1,500.00
OC-3	\$3,000.00
OC-12	\$6,000.00
OC-48 thru OC-192	ICB

SECTION 9.0 – INTEGRATED SERVICE PACKAGES

9.1 General

Integrated Service Packages are a suite of business communication services for Customers who meet certain criteria as specified in the particular package offered by the Company. Services available under Integrated Business Packages may include any combination of the following services: Company provided Complex voice services; BellSouth® Long Distance Private Line service; and BellSouth® Dedicated Access service. An Integrated Service Package may offer integrated pricing with cross discounting based on aggregate revenue of contributing services, billing, and reporting capabilities. Discounting may be based on the contract term selected by the Customer and/or the Customer's target revenue commitment. The Company provided Integrated Service Packages are as defined below.

9.2 BellSouth® Business Class Family of Services

9.2.1 Description

The BellSouth® Business Class Family of Services (BBCFS) is a suite of business communication services for Customers who agree to a "minimum monthly revenue commitment" (MMC) for services purchased from the Company and who agree to a "contract term" (Term) of one (1) to five (5) years. Customers may also select a month-to-month option with no MMC or Term obligations. Services available under the BellSouth® Business Class Family of Services include BellSouth® Dial Direct service and BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service, BellSouth® Long Distance Calling Card service, BellSouth® Long Distance Private Line service, and BellSouth® Dedicated Access service. The BellSouth® Business Class Family of Services offers integrated pricing with cross discounting based on aggregate revenue of contributing services, billing, and reporting capabilities. Discounting is based on the contract term selected by the Customer and the Customer's target revenue commitment.

The term of a BellSouth® Business Class Family of Services agreement shall begin, and the applicable discounts or credits will accrue, from the first day of the next billing month if the agreement is signed by both parties and returned to the Company at least twenty (20) days prior to the first day of the next billing month. Otherwise, the term will commence on the first day of the second billing month following signature by both parties. After the expiration of the initial term or any subsequent Renewal Terms, a Customer's BellSouth® Business Class Family of Services agreement shall automatically renew for an additional one-year renewal term (each, a "Renewal Term") under the same prices, terms and conditions as in the initial term for the particular services in the original BBCFS agreement. However, no automatic conversion will take place if the agreement is terminated by the Customer or the Company pursuant to written notice provided sixty (60) days prior to the expiration of the initial term.

SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.1 Description, (cont'd.)

Customers incurring shortfall penalties, due to circumstances beyond their control, may be permitted to reduce their MMC by agreeing to add additional time to their term limit and designating the Company as the Customer's Preferred Interexchange Carrier, as defined in Section 9.2.5.

The Company shall impose no termination penalties to Customers who, prior to the expiration of the existing contract, commit to an MMC and/or Term equal to or greater than their existing MMC and Term agreement.

The BellSouth® Business Class Family of Services offers contract terms of 1, 2, 3, 4 or 5 years. After selecting a contract term, the Customer selects an MMC that must be met during each Monthly Period (as hereinafter defined) of the term. A shortfall penalty applies when the Customer does not meet the package MMC. Customers must select one of the fourteen MMCs set forth in the following table:

Tier No.	Minimum Monthly Revenue Commitment
1	\$100
2	\$250
3	\$500
4	\$1,000
5	\$2,000
6	\$3,000
7	\$4,000
8	\$5,000
9	\$7,000
10	\$10,000
11	\$15,000
12	\$20,000
13	\$25,000
14	\$35,000

SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.1 Description, (cont'd.)

Monthly Revenue used to determine an MMC shall be the aggregate amount charged by the Company to the Customer for the Contributory Services listed in this tariff. Monthly Revenue is calculated prior to the application of any discounts except for BellSouth® Long Distance Private Line service and BellSouth® Dedicated Access service which are aggregated net discounts.

(A) The following charges will be excluded from the calculation of Monthly Revenue:

- (1) Any Dedicated Access service charges imposed by third parties
- (2) Any monthly charges not listed in the immediately preceding paragraph
- (3) Non-recurring charges
- (4) Taxes
- (5) Surcharges (Directory Assistance, Operator Services and Payphone charges are not surcharges)
- (6) Service charges for Operator Services
- (7) Payphone charges

When the Customer's total Monthly Revenue for BellSouth® Business Class Family of Services falls below the MMC during any Monthly Period of the term, the Customer shall be billed for and must pay the MMC at the end of that month.

The Company will allow a three-month ramp-up period during which the Customer's Monthly Revenue will not be subject to the MMC. Discounts will apply during this three-month period if the Customer does meet the MMC.

SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.1 Description, (cont'd.)

When a Customer signs a BellSouth® Business Class Family of Services agreement and cannot satisfy the MMC due to an installation delay, if such delay was beyond either the Company's or the Customer's sole control or a force majeure event beyond the Customer's control, including but not limited to acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, acts of terrorism, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, national emergencies; then the Company will waive that portion of the Customer's MMC that directly results from such a force majeure event, subject to the following limitations.

To request a MMC waiver under the above provision, the Customer must notify the Company in writing within 30 days of the conclusion of each event for which a MMC waiver may be requested; and provide the Company with a written MMC waiver request within 45 days of each affected month.

The Customer must not be in material breach of the BellSouth® Business Class Family of Services agreement and must have satisfied all of the conditions in such agreement to receive a MMC waiver adjustment. The Company will waive the Customer's MMC for the affected period only. The Customer's MMC will not be waived for any other purpose or period. Any adjustment in excess of 10% of the Customer's MMC may depend on the Customer's agreement to extend the term for a period equal to the number of months in the term affected by the force majeure event, or installation delay, if the delay was beyond either the Company's or Customer's sole control.

SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.1 Description, (cont'd.)

(B) If a Customer terminates a BellSouth® Business Class Family of Services agreement prior to completion of the Term, the Customer shall be responsible for early termination charges calculated by taking the sum of:

- (1) An amount equivalent to the greater of the MMC or actual Monthly Revenue, from Contributory Services listed in Section 9.2.2, generated during the monthly period in which the Customer terminates the agreement; plus
- (2) Fifty percent (50%) of the Monthly Revenue Minimum, multiplied by the number of remaining monthly periods (not including the current monthly period), if any, remaining in the then-effective contract term; plus
- (3) Any applicable third party early termination or related charges or penalties incurred by the Company as a result of early termination by the Customer.

All terms and conditions stated in Section 11 (Contracts For Service) of this Tariff will apply to BellSouth Business Class Family of Services agreements between the Customer and the Company.

SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.2 Discount Application

Base rate monthly charges are those charges shown in the appropriate section of this tariff for a given service (e.g., Complex Voice services, Private Line service, etc.).

(A) Contributory Services are those services whose usage charges and/or monthly charges contribute towards meeting the Customer's MMC. These services are as follows:

- (1) Usage for Interstate BellSouth® Dial Direct service, BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service, and BellSouth® Long Distance Calling Card service;
- (2) Usage for Intrastate BellSouth® Dial Direct service, BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service, and BellSouth® Long Distance Calling Card service;
- (3) Usage for International BellSouth® Dial Direct service, BellSouth® Toll-Free service, and BellSouth® Long Distance Calling Card service;
- (4) Directory Assistance charges;
- (5) BellSouth® Long Distance Private Line service monthly charges;
- (6) Operator Services charges;
- (7) Interstate BellSouth® Long Distance Frame Relay service Port, Permanent Virtual Circuit and NNI Gateway monthly charges;
- (8) BellSouth® BSE, Inc. Frame Relay service Port, Permanent Virtual Circuit (PVC), Packet Service Line, Packet Service Line Extension, and Internetwork Serving Area Link monthly charges;
- (9) BellSouth® Dedicated Access service monthly charges for access channels, ACF and COC;
- (10) Interstate BellSouth® Long Distance Asynchronous Transfer Mode (ATM) Port, and PVC monthly charges;
- (11) Calling Card usage and associated charges; and
- (12) Voice VPN usage and associated charges.

(B) Nonrecurring Charges, taxes and surcharges are not Contributory Services. Additionally, charges associated with services found in Section 4 of this tariff are not Contributory Services.

SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.2 Discount Application, (cont'd.)

- (C) During each month of the term, the Customer shall receive the discount associated with the Customer's contract Term and the Customer's selected MMC.
- (D) Recipient Services are those services eligible to receive discounts to be applied to the service element's monthly base charges. These services are as follows:
 - (1) Usage for Intrastate BellSouth® Dial Direct service, BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service, and BellSouth® Long Distance Calling Card service.
 - (2) Intrastate BellSouth® Long Distance Private Line service monthly charges
- (E) Charges for BellSouth® Dedicated Access service local circuits, taxes, and surcharges are not recipient services. Additionally, charges for services found in Section 4 of this tariff are not recipient services.

SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.2 Discount Application, (cont'd.)

Under BellSouth® Business Class Family of Services, the Customer commits to an MMC that must be attained during each Monthly Period of the contract Term (1, 2, 3, 4 or 5 years).

The MMC provides the Customer with the discount level to be applied each month regardless of the Customer's actual Monthly Revenue for that particular month, provided the Customer meets the MMC. If the Customer's actual Monthly Revenue in such month exceeds the MMC, the Customer receives the applicable discount from the Volume and Term Discount Table(s) that corresponds to the Customer's MMC. As stated in Section 9.2.1, when the Customer's total Monthly Revenue falls below the MMC during any Monthly Period of the term, the Customer shall pay the MMC at the end of that month and receive the contracted Volume and Term discount for such MMC. There are no MMCs and no discounts for Customers selecting a month-to-month agreement.

Volume and Term discounts will be applied to each Recipient Service according to the appropriate Volume and Term Discount Tables applicable to the particular Recipient Service and the Customer's MMC.

Volume and Term discounts depend on the Customer's selected contract term (1, 2, 3, 4 or 5 years) and the Customer's MMC. Volume and Term discounts do not apply to Customers selecting a month-to-month contract.

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.3 Volume and Term Discount Tables

(A) Intrastate Dial Direct, Toll-Free, Voice VPN, and Calling Card Services: All Access Types

Minimum Monthly Revenue Commitment	Contract Term				
	1-Year	2-Year	3-Year	4-Year	5-Year
	Discount Percentage (%)				
\$100	3%	6%	10%	10%	10%
\$250	3%	6%	10%	10%	10%
\$500	3%	6%	10%	10%	10%
\$1,000	3%	6%	10%	10%	10%
\$2,000	3%	6%	10%	10%	10%
\$3,000	3%	6%	10%	10%	10%
\$4,000	3%	6%	10%	10%	10%
\$5,000	3%	6%	10%	10%	10%
\$7,000	3%	6%	10%	10%	10%
\$10,000	3%	6%	10%	10%	10%
\$15,000	3%	6%	10%	10%	10%
\$20,000	3%	6%	10%	10%	10%
\$25,000	3%	6%	10%	10%	10%
\$35,000	3%	6%	10%	10%	10%

SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.3 Volume and Term Discount Tables, (cont'd.)

(B) Intrastate Private Line Service: All Bandwidths

Minimum Monthly Revenue Commitment	Contract Term				
	1-Year	2-Year	3-Year	4-Year	5-Year
	Discount Percentage (%)				
\$100	3%	5%	6%	6%	6%
\$250	3%	5%	6%	6%	6%
\$500	3%	5%	6%	6%	6%
\$1,000	7%	10%	11%	11%	11%
\$2,000	7%	10%	11%	11%	11%
\$3,000	7%	10%	11%	11%	11%
\$4,000	9%	11%	12%	12%	12%
\$5,000	9%	11%	12%	12%	12%
\$6,000	9%	11%	12%	12%	12%
\$7,000	10%	11%	12%	12%	12%
\$8,000	10%	11%	12%	12%	12%
\$9,000	10%	11%	12%	12%	12%
\$10,000	11%	12%	13%	13%	13%
\$12,500	11%	12%	13%	13%	13%
\$15,000	13%	14%	15%	15%	15%
\$17,500	13%	14%	15%	15%	15%
\$20,000	14%	15%	16%	16%	16%
\$22,500	14%	15%	16%	16%	16%
\$25,000	15%	16%	17%	17%	17%
\$35,000	16%	17%	18%	18%	18%

SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.4 90-Day Customer Satisfaction Guarantee

The Company offers a "90-Day Customer Satisfaction Guarantee" to Customers who subscribe to the BellSouth® Business Class Family of Services. This guarantee applies to all BellSouth® Business Class Family of Services ("Eligible Services") and expires ninety-one (91) days after the installation and Availability of Service date of all network components required to fulfill the Customer's initial order for Eligible Services.

The 90-Day Customer Satisfaction Guarantee allows the Customer to terminate Eligible Services, without any termination liability, during the first ninety-day period following installation and the Availability of Service date for all Eligible Services in the Customer's initial order for Eligible Services if, at any time during this ninety-day period, the Customer is not completely satisfied with the service or network performance. Additionally, in the event the Customer invokes this 90-Day Customer Satisfaction Guarantee, the Company will issue a credit to the Customer for any related domestic BellSouth® Dedicated Access service purchased from the Company in an amount equal to the applicable installation charges incurred by the Customer but not exceeding the equivalent of ninety-six (96) DS-0 or four (4) DS-1 local channels.

The 90-Day Customer Satisfaction Guarantee is limited to the Eligible Services only and does not apply to any other services offered by the Company or any of its affiliates, and does not apply to Customers Premises Equipment (CPE) connected to any of the BellSouth® Business Class Family of Services.

SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.4 90-Day Customer Satisfaction Guarantee, (cont'd.)

This guarantee does not relieve the Customer from any other obligations to the Company, including but not limited to charges for services not part of the BellSouth® Business Class Family of Services, installation charges for Eligible Services other than for BellSouth® Dedicated Access service local channels, installation charges for BellSouth® Dedicated Access service local channels exceeding the equivalent of ninety-six (96) DS-0 or four (4) DS-1 local channels, usage and/or "per-minute" charges for Eligible voice Services, applicable monthly charges for Eligible Services incurred up to the date such services are terminated, or charges associated with other BellSouth® Business Class Family of Services ordered subsequent to the Customer's initial order.

All of the following conditions must be met in order for the Customer to be eligible to receive the 90-Day Customer Satisfaction Guarantee:

- (A) The Customer must be a new Customer. For purposes of eligibility to receive the 90-Day Customer Satisfaction Guarantee, a new Customer is defined as a Customer that has not received any service from the Company in the twelve (12) month period preceding the execution of the current BellSouth® Business Class Family of Services agreement.
- (B) The Eligible Services are not provided as part of a Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.
- (C) The Customer must be in good credit standing (i.e., not more than 60 days past due on any Company invoice).
- (D) All services in the Services Agreement must have been made available and ready for use by the Company and accepted by the Customer as of the Availability of Service date.

SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.4 90-Day Customer Satisfaction Guarantee, (cont'd.)

In Order to invoke this guarantee, the Customer must notify the Company in writing, via U.S. Mail or e-mail, stating in detail the reason for the Customer's dissatisfaction with the network performance of the Eligible Services. The Company will have fifteen (15) days from the Company's receipt of such notice to resolve the network performance issues raised by the Customer. If, at the end of this 15-day period, the Company has failed to resolve the Customer's concerns, the Company will release the Customer from any Term obligations associated with the Customer's contract for Eligible Services. Correspondence regarding issues of levels of service or network performance and this 90-Day Customer Satisfaction Guarantee should be directed to:

Via U.S. Mail to:
BellSouth Long Distance, Inc.
Attn: Customer Care Manager
10201 Centurion Parkway North
Suite 400
Jacksonville, Florida 32256

Or via Email to: service.care@bellsouth.com

The 90-Day Customer Satisfaction Guarantee does not apply when the deteriorated service levels or lack of network performance are caused by the Customer (e.g., problems caused by the Customer's re-grooming of Customer's internal network components, or by CPE connected to the Company's services, etc.) or caused by a force majeure event beyond the Company's control, including but not limited to acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, acts of terrorism, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, or any national emergency.

SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.5 Preferred Interexchange Carrier

For purposes of this section, if stated in the BellSouth® Business Class Family of Services Agreement, the Customer will award the Company at least 98% (or such other amount as may be specified in its BellSouth® Business Class Family of Services Agreement) of its and its affiliated entities' Interexchange telecommunications services of the type(s) included under the BellSouth® Business Class Family of Services Agreement and such additional Services as may be specified in the BellSouth® Business Class Family of Services Agreement during each billing month of the Term. Affiliated entities include all of the Customer's majority owned subsidiaries, parent companies for which the Customer purchases or influences the purchases of telecommunications services, and other entities under the control of or common control of the Customer and for which the Customer either purchases, controls or directs the purchases of telecommunications services. Affiliated entities include all such entities acquired after the date of Customer's BellSouth® Business Class Family of Services Agreement. The Customer's total volume of telecommunications services will not include (for purposes of this calculation) any binding commitments that any affiliated entity may have with another Interexchange Carrier on the effective date of the Customer's BellSouth® Business Class Family of Services Agreement or the date of its acquisition, as the case may be, service that is routed to another carrier during the period of any Service outage, and any other service usage expressly excluded under the Customer's BellSouth® Business Class Family of Services Agreement. The amount of any such commitments will be deducted from the Customer's total amount of telecommunications services when measuring the Customer's compliance with this provision. Upon Company request, Customers designating the Company as their Preferred Interexchange Carrier must provide copies of all Interexchange Carrier invoices and reports for telecommunications services purchased during the preceding six months in order to permit the Company to audit the Customer compliance. If the Customer fails to comply with this requirement, after written notice from the Company, the Customer will not receive any discounts, concessions, waivers or credits under its BellSouth® Business Class Family of Services Agreement and all charges to the Customer for Services under the BellSouth® Business Class Family of Services Agreement will be based upon base service schedule rates and standard schedule discounts.

SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.3 BellSouth® Free Month Contract Extension

Customers, who previously signed a BellSouth® Business Class Family of Services (BBCFS) agreement of less than three years and whom have signed or are signing concurrently with this plan, a one-year or longer Term extension of Customer's Services Agreement using the BBCFS Volume/Term Form will receive a one time credit in an amount equal to the Customer's monthly recurring and usage charges for Eligible Services for one complete billing cycle. To be eligible for this Plan, the Customer must extend the Term of the Services Agreement at least one year using the BBCFS Volume/Term Form, acknowledging enrollment in this Plan. This Plan shall only apply to eligible Services ordered under the Services Agreement and which are installed and activated as of the effective date of the BBCFS Volume/Term Form.

9.3.1 The Free Month will be applied as follows:

- (A) Customers with an original Term of one year, as defined in the original Services Agreement, and that are extending their contract at least one year using the Amendment will receive a Free Month applied to, and calculated based on, the thirteenth billing cycle (bill 13) from the original Services Agreement commencement date.
- (B) Customers with an original Term of two years, as defined in the original Services Agreement, and that are extending their contract at least one year using the Amendment will receive a Free Month applied to, and calculated based on, the twenty-fifth billing cycle (bill 25) from the original Services Agreement commencement date.
- (C) Customers with an original Term of three years, as defined in the original Services Agreement, and that are extending their contract at least one year using the Amendment will receive a Free Month applied to, and calculated based on, the thirty-seventh billing cycle (bill 37) from the original Services Agreement commencement date.

SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.3 BellSouth® Free Month Contract Extension, (Cont'd.)

9.3.2 This service is offered under the following terms and conditions:

- (A) The monthly credit amount will be capped at the greater of \$2,000 or 150% of the Customer's Minimum Monthly Commitment ("MMC") as defined in the Services Agreement as amended.
- (B) The free month of service include the waiver of all BellSouth Long Distance Monthly Recurring Charges and usage charges, including loop charges, for the following: BellSouth® Dial Direct Service, BellSouth® Toll-Free Service, BellSouth® Long Distance Voice VPN, BellSouth® Long Distance Calling Card, BellSouth® Long Distance Dedicated Access Service, BellSouth® Long Distance Private Line Service, BellSouth® Long Distance ATM Service and BellSouth® Long Distance Frame Relay Service.
- (C) Free month does NOT include the following:
 - (1) International Data Services (ATM, Frame Relay or Private Line)
 - (2) BellSouth® Conference Services
 - (3) Any Local, County, State and Federal Taxes
 - (4) Any other Charges and Fees - including USF, PICC, Operator Services, Payphone Surcharges, Directory Assistance and all special billing delivery charges.
- (D) This service offering will terminate simultaneously with the expiration of the Customer's Amended BellSouth® Business Class Family of Services Agreement.

SECTION 10.0 - SUPPLEMENTAL CHARGES

10.1 Service Expedites

10.1.1 General

The Company will accept orders requiring expedited installation intervals for review in the attempt to satisfy a Customer's request. A service order (non-recurring) Expedite Charge will be applied to each accelerated installation approved by the Company and accepted by the Customer.

The Expedite Charge will be determined based upon the actual date of service delivery in relation to the standard provisioning interval. Due to resource allocation costs and charges incurred during the accelerated provisioning process, a minimum Expedite Charge may be assessed for service deliveries that occur outside the target interval. While the Company will make every effort to provide the requested accelerated service installation, the Company makes no guarantees that the request will be approved, or that any approved expedited installation intervals will be met.

The Expedite Charge consists of two elements: (i) a flat amount which is applied when an expedite request is processed and (ii) an amount based on the number of days that the service is delivered to the Customer prior to the Standard Service Interval (SSI). The first element of the Expedite Charge always applies for processing the Customer's request, regardless of whether or not there is an improvement over the SSI.

SECTION 10.0 - SUPPLEMENTAL CHARGES, (CONT'D.)

10.1 Service Expedites

10.1.2 Service Intervals

All SSI intervals are given after receipt of order (ARO) by the Company. Receipt of order is defined as the point in time at which a "clean" (complete) sales order package is transferred from the Company's Sales Order Verification Group to Order Entry for processing. The Sales Order Verification Team will notify the Customer's Account Team regarding incomplete orders, at which time, the Account Team may provide the required information or the package may be returned for additional documentation.

On-Net Facility SSI 30 days ARO for DS-0 Analog, DDS and DS-1 circuits.

Off-Net Facility SSI: 45 days ARO for DS-0 Analog, DDS and DS-1 circuits.

There are no SSIs for DS-3 or OC-n circuits. Intervals for DS-3 and OC-n circuits will be determined on an Individual Case Basis.

For purposes of this Section, On-Net Facilities are defined as the physical media, including switches, circuits and/or ports that are provided (whether leased or owned) by the Company or an affiliate of the Company. On-Net Facilities do not include local access circuits or tail circuits provided by another carrier or local access provider. Off-Net facilities are those local access circuits or tail circuits provided by another carrier or local access provider.

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SECTION 10.0 - SUPPLEMENTAL CHARGES, (CONT'D.)

10.1 Service Expedites, (Cont'd.)

10.1.3 Rates

The expedite charges indicated below will be applied for each DS-1 and below bandwidth Dedicated Access service channel in a Private Line service order. The total charges for these expedites (DS-1 and below bandwidth) will not exceed \$1,250.00.

	Nonrecurring Charge
Per Request	\$250.00
Per day improvement over SSI	\$200.00

Expedite charges for DS-3 and above Dedicated Access service channels will be handled on an Individual Case Basis.

SECTION 10.0 - SUPPLEMENTAL CHARGES, (CONT'D.)

10.2 Service Cancellations

If the Customer, either on behalf of itself or an Authorized User or End User, orders a BellSouth® Dedicated Access service channel or BellSouth® Long Distance Private Line service from the Company and later cancels the order before service begins, a charge shall be made to the Customer for such cancellation.

These cancellation charges vary based upon the facility bandwidth ordered and/or whether an Access Service Request (ASR) has been issued by the Company. A Pre-ASR Charge will be applied when the Customer requests a service cancellation prior to the Company issuing the ASR. A Post-ASR Charge applies when the Company receives the cancellation request after issuance of the ASR for the particular facility.

The cancellation charges indicated below will be applied for each Dedicated Access service channel and/or each circuit in a Private Line service order.

10.2.1 Rates

	Nonrecurring Charge
Pre-ASR Cancellation Charges:	
Per DS-0 and DDS Type Channels or Circuits	\$200.00
Per DS-1 Type Channels or Circuits	\$350.00
Per DS-3 Type Channels or Circuits	\$1,260.00
Post-ASR Cancellation Charges:	
Per DS-0 and DDS Type Channels or Circuits	\$500.00
Per DS-1 Type Channels or Circuits	\$950.00
Per DS-3 Type Channels or Circuits	\$2,450.00

SECTION 11.0 – CONTRACTS FOR SERVICE

11.1 General

Services may be offered by the Company on a contractual basis under one of the following arrangements:

- (A) **Term Plans** - Tariffed services provided by the Company may be offered under contract at discounted rates to Customers who agree to use the Company's services for specific time periods or meet other service specific criteria designated by the Company. Plan availability, qualifications, and rates for services offered with Term Plans are specified on a per service basis as described in the applicable tariff section for the individual service or package of services. Rules and regulations associated with each Term Plan are listed in this section of the tariff. Unless otherwise specified, services furnished under a Term Plan are subject to all general rules and regulations applicable to the provision of service by the Company as stated elsewhere in this tariff.
- (B) **Customized Pricing Arrangements (CPA)** - Under appropriate circumstances, the Company may enter into Customer-specific CPAs furnished in lieu of existing tariff offerings to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each CPA shall be negotiated on an individual case basis (ICB) and be mutually agreed upon between the Customer and Company. CPAs may include discounts off of rates contained in this tariff, waivers of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the CPA may be based partially or completely on a term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

SECTION 11.0 - CONTRACTS FOR SERVICE, (CONT'D.)

11.2 Contract Dispute Resolution (Term Plans and CPAs)

11.2.1 Parties

Once negotiation, mediation or arbitration has commenced, the Customer and the Company will be considered the "Parties" to the dispute resolution procedures described in this section of the tariff.

11.2.2 Mediation

The Parties agree to use good faith efforts to resolve any dispute promptly and fairly. If the Parties are unable to resolve a dispute by negotiation, both Parties agree to submit it to mediation conducted by a mutually selected mediator or, at the option of either Party, by the Center for Public Resources (CPR). The Parties, their representatives, other participants and the mediator shall hold the existence, content and result of the mediation in confidence.

11.2.3 Arbitration

If a dispute submitted to mediation is not successfully resolved, it shall be subject to binding arbitration under the then-current rules and supervision of the CPR. The Federal Arbitration Act, 9 U.S.C. Section 1 to 16, not state law, will govern the arbitrability of all claims. A single arbitrator who is knowledgeable in business information, commercial matters or the telecommunications field, as applicable, will conduct the arbitration. The arbitrator's decision and award will be final and binding, and either Party may enter it in any court with jurisdiction. The arbitrator will not have authority to award punitive or other non-compensatory damages to either Party. The arbitration will be held in Atlanta. Each Party will bear its own attorney's fees and related costs associated with the arbitration. The Parties will pay all other costs and expenses of the arbitration as the rules of the CPR provide. The Parties, their representatives, other participants and the arbitrator shall hold the existence, content and result of the arbitration in confidence except that the prevailing Party shall have the right to enter the arbitration award in a court of competent jurisdiction if such entry is necessary to enforce the terms of the award.

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SECTION 11.0 - CONTRACTS FOR SERVICE, (CONT'D.)

11.2 Contract Dispute Resolution (Term Plans and CPAs), (Cont'd.)

11.2.4 Court Proceedings

Except as permitted in this Section, neither Party may bring a case in court in connection with a dispute. If a Party disregards this restriction, files a court case and fails to dismiss it promptly upon being notified of this provision, that Party will pay the other Party's costs and expenses, including attorney's fees, incurred after the notice in defending the court case. Each Party retains the right to obtain an injunction in court to prevent the other Party's misuse of its intellectual property or Confidential Information.

SECTION 11.0 - CONTRACTS FOR SERVICE, (CONT'D.)

11.3 Term Plans

11.3.1 General

The regulations specified herein are applicable to all services offered under Term Plans as indicated in each service's respective subsection of this tariff.

When the Customer orders service to be provided under a Term Plan, the Customer must designate to the Company the payment option and/or service period desired. Available payment options and service periods for each service offered under a Term Plan are described in that service's specific tariff section.

11.3.2 Application of Rates and Charges

When Customers renew or change the length of their payment option or service period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the period(s).

SECTION 11.0 - CONTRACTS FOR SERVICE, (CONT'D.)

11.3 Term Plans, (Cont'd.)

11.3.3 Termination Liability Charge

In the event that all or any part of a service is disconnected at the Customer's request prior to expiration of any selected payment period of greater than one month's duration, the Customer will be required to pay a Termination Liability Charge unless specifically stated otherwise in that service's and/or service package's tariff section.

The Termination Liability Charge is determined as described in the applicable tariff section for the specific service, service package and/or Term Plan.

The tariff provisions concerning termination liability for recurring charges only shall not be applicable to any state, county, or municipal governmental entity when there is in effect as a result of action by such entity and through a duly constituted legislative, administrative, or executive body: a statute; an ordinance; a policy directive; or a constitutional provision 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.

SECTION 11.0 - CONTRACTS FOR SERVICE, (CONT'D.)

11.3 Term Plans, (Cont'd.)

11.3.4 Additions to Services

- (A) Additions of services or rate elements for a service under a Term Plan must be under the same Term Plan arrangement at rates and charges as specified in Section 11.3.2.
- (B) Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects in Section 11.3.5.
- (C) Installation and any other nonrecurring charges, as specified in this tariff, will apply to the added services.

SECTION 11.0 - CONTRACTS FOR SERVICE, (CONT'D.)

11.3 Term Plans, (Cont'd.)

11.3.5 Disconnect of Services

- (A) When a service or rate element, included under a Term Plan arrangement, is disconnected prior to expiration of the selected service period, *Termination Liability Charges* may apply as set forth in Section 11.3.3. Remaining services or rate elements will not be affected by such disconnections.
- (B) When a tariffed service under a Term Plan arrangement is disconnected prior to the expiration of a selected service period as a result of a Customer requested change of a service which is specifically allowed without *Termination Liability Charge* as set forth in that service's tariff, *Termination Liability Charges* will not apply when the completed service period is at least the minimum period allowable under the specific service's *Payment Option* (as defined in the service's specific tariff section).

SECTION 11.0 - CONTRACTS FOR SERVICE, (CONT'D.)

11.3 Term Plans, (Cont'd.)

11.3.6 Requests for Changes in Length of Optional Payment Period

Subsequent to the establishment of a contract with a Term Plan period, and prior to the completion of that period, the existing payment period may be replaced by:

- (A) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new Term Plan arrangement effective date.
 - (3) No termination charge applies for the remaining portion of the former payment period.
 - (4) Nonrecurring charges will not be reapplied.
- (B) A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new Term Plan arrangement effective date.
 - (3) A Termination Liability Charge applies for the remaining portion of the former payment period.
 - (4) Nonrecurring charges will not be reapplied.

SECTION 11.0 - CONTRACTS FOR SERVICE, (CONT'D.)

11.3 Term Plans, (Cont'd.)

11.3.7 Renewal Options

- (A) The Customer may renew a Term Plan according to one of the following renewal options:
 - (1) **Renewal Option 1** - Prior to completion of the current payment period, an additional payment period available under the Term Plan arrangement may be selected at the rates in effect for new Customers at the time of the renewal. The Customer will be charged at the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
 - (2) **Renewal Option 2** - If the Customer does not elect an additional payment period or does not request discontinuance of service at least 30 days prior to the expiration of the current Term, service will be continued on a month-to-month basis at the current rate for the one-month payment period (base rate), unless otherwise specified in this Tariff. The Customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one-month service will be subject to Company-initiated rate adjustments when approved by the Commission.
- (B) Non-Recurring charges are not applicable for rate elements renewed under a Term Plan. Any new rate element added at the time of renewal will be subject to all appropriate non-recurring charges.
- (C) The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.
- (D) When a Customer renews a Term Plan arrangement, the rates and charges in effect on the first day of service of the renewal will apply.

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SECTION 11.0 - CONTRACTS FOR SERVICE, (CONT'D.)

11.3 Term Plans, (Cont'd.)

11.3.8 Transfer of Service

Service may be transferred to a new Customer at the same location upon prior written concurrence by the new Customer as specified in this tariff. This does not constitute a disconnect of service or a discontinuance of an existing Term Plan arrangement. The new Customer will be subject to all provisions and equipment configurations currently in effect for the previous Customer. Regulations concerning transfer of service between subscribers are stated in other sections of this tariff.

SECTION 11.0 - CONTRACTS FOR SERVICE, (CONT'D.)

11.3 Term Plans, (Cont'd.)

11.3.9 Moves of Service(s)

Payment options and service periods will not be affected nor will Termination Liability Charges apply when a Customer requests a move of service under a Term Plan from one location to another location subject to the following:

- (A) The original and new premises locations must be in a Company serving area 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 Term Plans.
- (D) Orders to disconnect the existing service and re-establish it at the new location must be related.
- (E) Any rate elements from the original location that are not re-established at the new location will be subject to applicable Termination Liability Charges.
- (F) All regulations and charges for changes made to the service coincident to that move shall apply.
- (G) All appropriate nonrecurring charges for moves of service as specified in the appropriate tariff section for the individual service and/or service package Term Plan.

SECTION 11.0 - CONTRACTS FOR SERVICE, (CONT'D.)

11.4 Payments

All amounts for Services billed under a Term Plan agreement or Customized Pricing Arrangement agreement and stated in each monthly invoice will be due and payable by the Customer in accordance with Section 2.7 of this tariff. The cost of Services is exclusive of any applicable sales, use, excise and like taxes, which will be separately stated and included on each monthly invoice.

If the Customer fails to pay for services in accordance with this section, the Customer will not receive any discounts, concessions, waivers or credits stated in the applicable agreement. In the event that a Customer, in good faith, disputes the Company's computation of amounts due and owing within all applicable legal periods of limitation, the Customer may withhold payment of disputed amounts. The Customer must pay all charges that are not in dispute in accordance with the payment terms set forth in this entire Section. An amount will not be considered "in dispute" until the Customer has provided the Company with written documentation explaining the disputed amount. The Customer must cooperate with the Company to resolve any dispute expeditiously.

Contract disputes shall be resolved in accordance with this Section. All disputed amounts are payable immediately upon the Company's written denial of the dispute. Disputed amounts not paid by the Customer shall accrue interest and late payment charges in accordance with Section 2.7 if the Company is the prevailing party in the contract dispute. Conversely, if the Customer is the prevailing party in a billing dispute and the Company has received payments of disputed amounts, the Company will reimburse the Customer such disputed amounts plus accrued interest calculated at the interest rate stated in Section 2.7.

SECTION 11.0 - CONTRACTS FOR SERVICE, (CONT'D.)

11.5 Deposits, Advance Payments and Right to Refuse Service

The Company reserves the right to require new or additional deposits and/or advance payments, as described in Section 2.8 and 2.9 of this tariff, respectively. This right extends beyond the date the agreement is executed by both parties if the Company has not determined the Customer's credit worthiness prior to such date, or to any time during the contract term if the Customer's credit standing changes subsequent to the Company's initial credit investigation.

Furthermore, the Company reserves the right to refuse new service or to make additions to existing service if the Company determines after contract execution that the Customer's credit worthiness is not acceptable to the Company and the Customer is unable to make the required deposits and/or advanced payments.

SECTION 12.0 - CUSTOMIZED PRICING ARRANGEMENTS, (CONT'D.)

12.2 Definitions, (Cont'd.)

Shortfall Liability: The amount by which the Customer "falls short of" or fails to meet a Minimum Service Commitment.

Standard Schedule Discounts: Standard schedule discounts are the standard volume and term discounts in the discount tables for Integrated Service Packages in Section 9 of this tariff for plan discounts available for BellSouth® Dedicated Access service in Section 8 of this tariff, excluding all promotions, targeted calling options, promotional discounts, and any other temporary promotional-type offerings described in this tariff.

Term: The Term of a CPA includes, as applicable, the Initial Term, any Renewal Terms exercised and any additional ramp up and/or transition period permitted under a Customer's CPA. If no ramp up period, Renewal Term or transition period is permitted or elected under the CPA, the Initial Term and Term are the same and may be used interchangeably. If no other Term is specified, then the Term will be coterminous with any Term plan or other standard schedule term agreement referenced in the CPA. If no Term is specified and no standard schedule term plan applies, then the Term will be month-to-month and either party may terminate the CPA on 30 days' written notice. Upon the expiration or other termination of the Term of a CPA, the Company will provide Services to the Customer at the then current base service schedule rates and standard table discounts.

BellSouth Long Distance, Inc.

EXHIBIT B

Proposed Tariff Sheets

BELLSOUTH LONG DISTANCE, INC.
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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the top of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the top of this page.

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* - Indicates pages included with this filing.

SECTION 6.0 - COMPLEX VOICE SERVICES *, (CONT'D.)

Effective April 27, 2007, BellSouth® Long Distance Voice Services will no longer be available to new Customers. Existing Customers may maintain their existing Service arrangement until their BellSouth® Business Class Family of Services agreement or Customized Pricing Arrangement (collectively the "Agreement") expires. After April 27, 2007, moves, adds or administrative changes will be permitted on the Service according to the Customer's existing Agreement. Rates, terms, conditions and charges under existing Agreements will remain the same throughout the current term of the Customer's agreement. At the end of the Customer's existing Agreement, the Customer may continue to maintain its existing Service arrangement on a monthly basis subject to the terms and conditions of this tariff or migrate to a comparable Service offered by another long distance affiliate of the Company. Renewals of expired Agreements will not be permitted. In the event of a feature gap between the Customer's existing Services and the alternative Service provided by another long distance affiliate of the Company, upon verification and approval by AT&T Long Distance Service Product Management, existing Customers will be able to renew their existing Agreement, for up to one (1) year, for these Services prior to the termination of the existing contract. If Service is migrated to a Service offered by another long distance affiliate of the Company prior to expiration of the Customer's existing Agreement, Termination Liability Charges may apply as per Sections 9.2.1 and 12.7 of this tariff unless otherwise specified.

6.1 General

6.1.1 The services offered in this Section of the tariff are intended for those Customers who commit to an Integrated Service Package plan as described in Section 9 of this tariff. Customers who do not commit to an Integrated Service Package plan will be billed the base rates indicated herein with no discounts.

6.1.2 The Company offers BellSouth® Dial Direct Service (1+), BellSouth Toll-Free Service (e.g., 800 or 888 or future 8XX code numbers), BellSouth® Long Distance Voice VPN service, BellSouth® Long Distance Calling Card service and operator assisted (0+/00-) long distance voice services to its Customers. All Company services are available 24 hours a day, seven days a week.

6.1.3 Dial Direct service is available from originating locations within the state.

* These services have been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

Some material previously found on this page has been moved to Page 73.

SECTION 6.0 - COMPLEX VOICE SERVICES *, (CONT'D.)

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6.1 General, (Cont'd.)

6.1.4 Toll-Free service is available to Customers served from locations within the state.

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6.1.5 Operator Services are available from locations within the state where Customers have the ability to dial directly to the Company's network. Calls may be placed to location within the state.

6.1.6 Access to the Company's services may be via Switched or Dedicated Access. Dial Direct services are offered as Primary Carrier Service from locations served with equal access end offices.

6.1.7 Dedicated Access lines, if utilized, are provided and billed to the Customer by the Company or by another Dedicated Access provider. Charges for Dedicated Access lines are determined by the Dedicated Access provider. Charges for Company provided Dedicated Access services may be found in Section 8 of this tariff.

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6.1.8 Services are only offered in conjunction with interstate Complex Voice services offered by the Company. Interstate charges as outlined in the Company's Complex Business Services Interstate Pricing Guide are also associated with these services depending on features and functionality selected by the Customer.

6.1.9 Long Distance Voice VPN service is available to Customers served from locations within the state.

6.1.10 Long Distance Calling Card service is available from originating locations within the state.

6.1.11 As an alternative to local channels provided by the Company, the Customer may provide its own local channels or obtain such channels from an alternative access vendor (i.e. "Customer Provided Access"). Such interconnection of Company provided services with Customer Provided Access facilities is described in Section 8.1 of this tariff.

*** These services have been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.**

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SECTION 6.0 - COMPLEX VOICE SERVICES *, (CONT'D.)

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6.2 Timing of Calls

Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 6.2.1** Timing of each call begins when the called station is answered (i.e. when two-way communications are established). Answer detection is based on standard industry methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person-to-Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- 6.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 6.2.3** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.
- 6.2.4** Time-of-day designations may be used in this tariff to indicate rate period boundaries. Rate periods begin at the first time of day designation and continue up to but not including the second time of day designation.
- 6.2.5** Calls will be billed at the rate in effect during the call, with two rates applied if the call spans over more than one billing rate period.
- 6.2.6** When a time-of-day designation is used in a price plan, the Time Zone of the subscribing party will be used for time and rate calculations.

* These services have been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

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SECTION 6.0 - COMPLEX VOICE SERVICES *, (CONT'D.)

(T)

6.3 Rate Periods and Holidays

Unless otherwise specified in this tariff, usage rates for Complex Voice services do not change according to time of day or day of week (i.e., discount periods do not apply to the Company's Complex Voice services offered in this tariff). Additionally, holiday discounting does not apply to these services.

6.4 Service Descriptions

6.4.1 BellSouth® Dial Direct Service

Dial Direct service allows Customers to place calls to terminating locations on a direct dial basis. Customers must dial "1+" the destination telephone number, including area code to reach the called party. With Dial Direct service, the Customer as caller is billed for services provided.

Dial Direct service is available to Customers who: 1) presubscribe their local access lines to the Company's network or 2) purchase Dedicated Access facilities to connect their premises to the Company's access points or points of presence.

(A) BellSouth® Dial Direct Service - Switched Access

BellSouth® Dial Direct service - Switched Access allows Customers to place 1+ direct dial calls to terminating locations. Customers must be presubscribed to the Company's network and utilize Switched Access origination when placing calls. Calls are rated using a single flat usage rate for peak and off-peak time periods. Service is billed in six (6) second increments following an Initial Period of eighteen (18) seconds.

(B) BellSouth® Dial Direct Service - Dedicated Access

BellSouth® Dial Direct service - Dedicated Access allows Customers to place 1+ direct dial calls to terminating locations. Calls are placed using Dedicated Access facilities that connect the Customer's location to a Company point of presence. Calls are rated using a single usage rate for peak and off-peak time periods. Service is billed in six (6) second increments following an Initial Period of eighteen (18) seconds.

* These services have been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

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SECTION 6.0 - COMPLEX VOICE SERVICES *, (CONT'D.)

(T)

6.4 Service Descriptions, (Cont'd.)

6.4.2 BellSouth® Toll-Free Service

Toll-Free service is a toll-free number (e.g., 800, 888) service. Calls may originate from any valid exchange and terminate to the Customer's location at no charge to the calling party. With inbound long distance services, the Customer is billed for the call rather than the calling party.

Toll-Free service may terminate to Customer local exchange access lines using Switched Access or Dedicated Access termination. Customers with larger call volumes may have inbound calls routed to Dedicated Access facilities connecting the Customer's premises directly with the BellSouth Long Distance Interexchange Network.

(A) BellSouth® Toll-Free Service – Switched Access

BellSouth® Toll-Free service – Switched Access allows parties to place calls to Customer locations at no charge to the calling party. The Customer is billed for calls placed using the service. Calls terminate over the Customer's local access exchange line using Switched Access termination. Calls are rated using a single flat usage rate for peak and off-peak time periods. Service is billed in six (6) second increments following an Initial Period of eighteen (18) seconds.

(B) BellSouth® Toll-Free Service - Dedicated Access

BellSouth® Toll-Free service - Dedicated Access allows parties to place calls to a Customer's location at no charge to the calling party. The Customer is billed for calls placed using the service. Calls terminate over dedicated facilities to the Customer's location using Dedicated Access termination. Calls are rated using a single flat usage rate for peak and off-peak time periods. Service is billed in six (6) second increments following an Initial Period of eighteen (18) seconds.

* These services have been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

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6.4 Service Descriptions, (Cont'd.)

6.4.3 Complex Voice Operator Services

Operator Services allow Customers or Authorized Users to obtain assistance in placing or billing long distance calls. Customers must dial 0+/00- in order to reach an automated or live operator for assistance. These services enable callers to assign charges for long distance switched voice calls to an account that is not associated with the Customer.

Operator Services are available only from Customer locations that presubscribe to one of the Company's direct dial services. Operator Services are not available from transient locations such as hotels, motels and pay telephones.

Charges for Operator Services vary based on billing method and type of call. Customers may bill the charges for a call to a Calling Card, LEC Calling Card, Collect to the called party, to a Third Party, or to the telephone number the call is dialed from (if applicable). For calls made using a LEC Calling Card as payment, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. The Company reserves the right to verify acceptance of charges prior to billing to a Third Party telephone number.

Total charges for Operator Services include usage charges and an operator assistance charge.

* These services have been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

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SECTION 6.0 - COMPLEX VOICE SERVICES *, (CONT'D.)

(T)

6.4 Service Descriptions, (Cont'd.)

6.4.3 Complex Voice Operator Services, (cont'd.)

The Company provides the following types of operator-assisted calls:

- (A) Station-to-Station Fully Automated** - The Customer enters the necessary calling card digits or other billing information (e.g., name of called party for Collect Calls) when prompted by the Company's automated operator system.
- (B) Station-to-Station Operator Assisted** - The Customer dials the destination number and utilizes the assistance of a live operator to bill the call (e.g., operator enters calling card digits or other billing information).
- (C) Station-to-Station Operator Dialed** - The Customer utilizes the assistance of a live operator to enter the destination number and bill the call (e.g., operator enters calling card digits or other billing information).
- (D) Person-to-Person Operator Assisted** - The Customer dials the destination number and utilizes the assistance of a live operator to bill the call (e.g., operator enters calling card digits or other billing information). Call charges do not apply unless the caller reaches the requested individual, particular mobile station, particular station, room, department or office through a PBX attendant, or an agreed upon alternative.
- (E) Person-to-Person Operator Dialed** - The Customer utilizes the assistance of a live operator to enter the destination number and bill the call (e.g., operator enters calling card digits or other billing information.) Call charges do not apply unless the caller reaches the requested individual, particular mobile station, particular station, room, department or office through a PBX attendant, or an agreed upon alternative.
- (F)** In addition, Directory Assistance is available to Customers who utilize the Company's Operator Service. Customers must dial 00- to reach the Company's Directory Assistance Bureau. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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6.4 Service Descriptions, (Cont'd.)

6.4.4 BellSouth® Long Distance Voice VPN

Long Distance Voice VPN is an Advanced Intelligent Network (AIN) based voice product. It has enhanced specialized features that optimize the carrier's network to create the appearance and functionality of a private network for the Customer.

Long Distance Voice VPN offers Customers their own private company network by using an outside carrier's public network for transport. From the end user's perspective, the network appears to be Customer specific based on the features the Customer has subscribed to. The AIN architecture allows public network switches to query Service Control Points (SCPs) for instructions to process a VPN call.

BellSouth® Long Distance Voice VPN is available to complex voice Customers who presubscribe to BellSouth® Toll-Free service and/or BellSouth® Dial Direct service.

*** These services have been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.**

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SECTION 6.0 - COMPLEX VOICE SERVICES *, (CONT'D.)

(T)

6.4 Service Descriptions, (Cont'd.)

6.4.5 BellSouth® Long Distance Calling Card

Long Distance Calling Card is a travel service that allows complex voice Customers to place calls from within the United States to terminating points within the United States and any country providing International Direct Distance Dialing (IDDD). Country-to-Country calling is also available where permitted by the originating and terminating country telephone companies.

The BellSouth® Long Distance Calling Card is a cost-effective, convenient calling card designed especially for complex voice travelers. To use the Long Distance Calling Card, the Customer dials a Company provided toll-free access number and enters a user-specific authorization code. Callers can use special speed-dialing features if desired and follow voice prompts if needed. Customers who subscribe to the Company's BellSouth® Long Distance Voice VPN service can use the Long Distance Calling Card in conjunction with that service.

BellSouth® Long Distance Calling Card service is available to complex voice Customers who presubscribe to BellSouth® Dial Direct and/or BellSouth® Long Distance Voice VPN service.

* These services have been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

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SECTION 6.0 - COMPLEX VOICE SERVICES *, (CONT'D.)

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6.5 Rates and Charges

6.5.1 General

Customers are billed based on their usage of the Company's services. In addition, nonrecurring and monthly charges apply to certain features and services. Rates may vary by service type. Fixed recurring charges, not dependent upon usage, are billed in advance. Usage-based charges are billed after each usage cycle.

Customers are charged individually for each call placed through the Company. Call duration is determined as described in Section 6.2 of this tariff.

BellSouth® Dial Direct service and BellSouth® Toll-Free service are available under the Integrated Service Packages offerings in Section 9 of this tariff. Terms and conditions for the provision of Dial Direct service and Toll-Free service as part of an Integrated Service Package, including, without limitation, discounts, usage minimums, and term commitments are set forth in Section 9 of this tariff.

The rates and charges described in this Section are the base rates and charges prior to any volume and term discounts given to the Customer. Customers who subscribe to Integrated Service Packages in Section 9 of this tariff may obtain discounts from these base rates and charges.

Direct dial calls are billed in 18/6 second increments as specified in the Price Schedule in Section 6.5.2(A)(1). However, the average call length in a billing cycle must meet or exceed 30 seconds. The Company reserves the right to impute additional usage to bring the average call length up to a 30 second "minimum average" as appropriate.

Toll-free usage charges as shown in Section 6.5.2(A)(2) are based on toll-free usage of at least \$100.00 per toll-free number per bill cycle. The Company reserves the right to impose a charge of \$5.00 per toll-free number per bill cycle when usage falls below \$100.00 for each such toll-free number.

Additionally, rates set forth herein do not include Dedicated Access channels and access-related charges (including without limitation, installation charges, inside wiring charges assessed by the Local Exchange Carrier (LEC), construction charges assessed by the LEC and distance and termination charges assessed by the LEC). Therefore, Dedicated Access channels and access-related charges are additional charges. Rates and charges for Dedicated Access channels provided by the Company are found in Section 8 of this Tariff.

* These services have been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

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6.5 Rates and Charges, (Cont'd.)

6.5.2 Application of Rates and Charges

- (A) **BellSouth® Dial Direct Service, BellSouth® Toll-Free Service, BellSouth® Long Distance Voice VPN Service and BellSouth® Long Distance Calling Card Service**

(1) Price Schedule

Initial/Additional Periods:	Switched Dial Direct: 18 Seconds / 6 Seconds
	Dedicated Dial Direct: 18 Seconds / 6 Seconds
	Switched Toll-Free: 18 Seconds / 6 Seconds
	Dedicated Toll Free: 18 Seconds / 6 Seconds
Non-Recurring Charges:	None
Recurring Charges:	None
Usage Charges:	See Usage Charges Table in this section.
Holiday/TOD Discounts:	No Holiday Discounts apply. No Time of Day (Peak/Off-Peak) Discounts are available.
Volume Disc./Commitment:	See Section 9: Integrated Service Packages.
Term Disc./Commitment:	See Section 9: Integrated Service Packages.
Other Discounts:	None.
Pay Telephone Surcharge:	\$0.60 Per Call
Directory Assistance (DA):	\$1.75 Per Call

* These services have been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

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6.5 Rates and Charges, (Cont'd.)

6.5.2 Application of Rates and Charges, (cont'd.)

- (A) **BellSouth® Dial Direct Service, BellSouth® Toll-Free Service, BellSouth® Long Distance Voice VPN Service and BellSouth® Long Distance Calling Card Service**

(2) Usage Charges Table

Call Type	Switched Access		Switched/Dedicated Access		Dedicated/Dedicated Access	
	Initial Period	Each Additional Period	Initial Period	Each Additional Period	Initial Period	Each Additional Period
Dial Direct	\$0.0249	\$0.0083	\$0.0186	\$0.0062	N/A	N/A
Toll-Free	\$0.0249	\$0.0083	\$0.0186	\$0.0062	N/A	N/A
Voice VPN	\$0.0249	\$0.0083	\$0.0186	\$0.0062	\$0.0090	\$0.0030
Calling Card	\$0.0249	\$0.0083	\$0.0249	\$0.0083	N/A	N/A

(3) Service Charges

	Charges Per Call
Complex Voice Calling Card:	\$0.70

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6.5 Rates and Charges, (Cont'd.)

6.5.2 Application of Rates and Charges, (cont'd.)

(B) Complex Voice Operator Services

(1) Price Schedule

Initial/Additional Periods:	One Minute / One Minute
Non-Recurring Charges:	\$0.00
Recurring Charges	\$0.00
Holiday/TOD Discounts:	Not Applicable
Volume Disc./Commitment:	Not Applicable
Term Disc./Commitment:	Not Applicable
Other Discounts:	Not Applicable
Pay Telephone Surcharge:	\$0.60 Per Call

(2) Usage Rates

Mileage Band	IntraLATA Rate	InterLATA Rate
0 - 22 Miles	\$0.2000	\$0.2000
23 + Miles	\$0.3500	\$0.3500

* These services have been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

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6.5 Rates and Charges, (Cont'd.)

6.5.2 Application of Rates and Charges, (cont'd.)

(B) Complex Voice Operator Services, (continued)

(3) Service Charges (InterLATA and IntraLATA)

	Billed to ANI	LEC Calling Card	Collect	3rd Party
Station to Station:				
Fully Automated	N/A	\$1.70	\$2.50	N/A
Operator Handles	\$2.50	\$2.50	\$2.50	\$2.50
Person to Person:				
Operator Handled	\$4.80	\$4.80	\$4.80	N/A

* These services have been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date

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SECTION 7.0 - PRIVATE LINE SERVICE *

Effective April 27, 2007, BellSouth® Long Distance Private Line Service will no longer be available to new Customers. Existing Customers may maintain their existing Service arrangement until their BellSouth® Business Class Family of Services agreement or Customized Pricing Arrangement (collectively the "Agreement") expires. After April 27, 2007, moves (but not adds) or administrative changes will be permitted on the Service according to the Customer's existing Agreement, provided the change is not treated as a disconnect of existing service and a new order for service. Rates, terms, conditions and charges under existing Agreements will remain the same throughout the current term of the Customer's Agreement. At the end of the Customer's existing Agreement, the Customer may continue to maintain its existing Service on a monthly basis subject to the terms and conditions of this tariff or migrate to a comparable Service offered by another long distance affiliate of the Company. No moves (reconfiguration) to the existing Service arrangement will be permitted after the current Agreement expires. Renewals of expired Agreements will not be permitted. If Service is migrated to a Service offered by another long distance affiliate of the Company prior to expiration of the Customer's existing Agreement, Termination Liability Charges may apply as per Sections 7.4, 9.2.1 and 12.7 of this tariff unless otherwise specified.

7.1 Service Description

BellSouth® Long Distance Private Line service provides Customers with dedicated circuits connecting distant locations on the Company's network. Service is offered on a non-switched, dedicated basis. A given circuit is provided to a single Customer for the Customer's exclusive use twenty-four hours per day, seven days per week. Private Line service is offered between Company Points of Presence (POPs) subject to the availability of services and facilities and available network capacity.

Local access channels and related facilities that may be required in conjunction with Private Line service are not included herein. Service descriptions, rates and charges for local access channels and related facilities offered by the Company may be found in Section 8 of this price list. As an alternative to local channels provided by the Company, the Customer may provide its own local channels or obtain such channels from an alternative access vendor (i.e. "Customer Provided Access"). Such interconnection of Company provided services with Customer Provided Access facilities is described in Section 8.1 of this price list.

* This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

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SECTION 7.0 - PRIVATE LINE SERVICE *, (CONT'D.)

(T)

7.1 Service Description, (Cont'd.)

Private Line service includes DS-0, DS-1, Fractional DS-1, DS-3 and OC-n capacity digital transmission services and may be used to transmit both voice and data communications. These services utilize dedicated access arrangements on both the Originating and Terminating ends of each circuit. Charges are billed in advance. Service is subject to the availability of facilities.

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7.1.1 The Company offers the following Private Line services:

- (A) DS-0 service** - a digital transmission service operating at speeds of 56 or 64 Kilobits per second (Kbps). Service can be delivered via analog or digital access (local loop) facilities
- (B) DS-1 service** - a digital transmission service operating at 1.544 Megabits per second (Mbps).
- (C) DS-3 service** - a digital transmission service operating at speeds of 44.736 Mbps.
- (D) OC-n service** - a broadband digital transmission service.
- (E) Fractional DS-1 service:** provides point-to-point (Customer premises to Customer premises) connectivity at speeds of 2 to 23 DS-0 circuits. The service is supported in 56/64 kbps increments. The Fractional DS-1 service can be delivered via DS-1, DS-3 or OC-n access.

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The Company also provides Echo Cancellers as an optional feature on DS-0, DS-1 and DS-3 Private Line services. Echo Cancellers eliminate undesired signals (i.e., echoes) on long haul circuits that may experience "echoes" as a result of their distance (generally over 500 miles) and are used exclusively on voice circuits. This optional feature is provided at an additional charge.

*** This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.**

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7.2 Service Assurance Guarantee

7.2.1 Definitions

The following definitions apply to this Section of the tariff only:

BellSouth Long Distance Interexchange Network - Refer to Section 1.

BellSouth Long Distance Private Line - A Company provided intrastate DS-1, DS-3 or OC-n private line circuit having both points of origination and termination within Ohio.

BellSouth Long Distance Interexchange Facilities - The physical media, including switches, circuits and/or ports provided (whether leased or owned) by the Company or an affiliate of the Company. Also includes Interexchange circuits provided (whether leased or owned) by an Interexchange Carrier other than the Company, but secured by the Company, to furnish a service to Customer. Tail Circuits not secured by the Company to provide service to the Customer (Off-Net Facilities) or local access circuits provided by any local access provider are not BellSouth Long Distance Interexchange Facilities.

BellSouth Long Distance POP - A designated Point of Presence (POP) at a location where direct interconnection between the BellSouth Long Distance Interexchange Network and the network of another carrier is possible.

BellSouth Long Distance POP to BellSouth Long Distance POP Circuit Availability - Availability of the portion of a single BellSouth Long Distance Private Line DS-1, DS-3, or OC-n circuit connecting two Customer premises from the BellSouth Long Distance POP nearest to an associated Customer premises to the BellSouth Long Distance POP nearest to the distant associated Customer premises, excluding Local Access Circuits and related Tail Circuits.

* This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

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7.2 Service Assurance Guarantee, (Cont'd.)

7.2.1 Definitions, (cont'd.)

Calendar Month - Refer to Section 1.

Circuit Availability (CMCA) - $100\% \times [(Total\ Minutes\ in\ Calendar\ Month) - (Total\ Minutes\ of\ Non-Availability\ per\ circuit)] / (Total\ Minutes\ in\ Calendar\ Month)$.

Circuit Non-Availability - Any service interruption caused by the Company that results in a total disruption of service.

End-to-End - A Company-provided Private Line between two Customer premises in which the Private Line is only on (i) the BellSouth Long Distance Interexchange Network (ii) Off-Net Facilities and (iii) local access circuits secured by the Company for Customer from each of the two Customer premises to the nearest BellSouth Long Distance POPs. End-to-End shall be deemed to extend to and include the network termination point at the applicable Customer premises but shall not include Customer premises equipment and inside wiring at the premises.

End to End Circuit Availability - Availability of the portion of a BellSouth Long Distance Private Line DS-1, DS-3, or OC-n circuit connecting two Customer premises.

Total Minutes in Calendar Month - Refer to Section 1.

Total Minutes of Circuit Non-Availability - The total of all minutes of Circuit Non-Availability for a specific BellSouth Long Distance Private Line in one calendar month.

* This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

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BELLSOUTH LONG DISTANCE, INC.
d/b/a AT&T Long Distance Service
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SECTION 7.0 - PRIVATE LINE SERVICE *, (CONT'D.)

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7.2 Service Assurance Guarantee, (Cont'd.)

7.2.2 Availability Objective

The Company guarantees that DS-1, DS-3, or OC-n Private Line circuits will be available during each calendar month as follows: (1) a minimum of ninety-nine and ninety five hundredths percent (99.95%) of the minutes in a calendar month for BellSouth Long Distance POP to BellSouth Long Distance POP Circuit Availability; and (2) a minimum of ninety-nine and five tenths of a percent (99.50%) of the minutes in a calendar month for End to End Circuit Availability.

For purposes of the performance objective included in Section 7.2, the Company's trouble management system determines the number of minutes of Circuit Non-Availability. The Circuit Non-Availability shall be deemed to commence with the Company's receipt from the Customer of a notice of the Circuit Non-Availability and the Company's issuance of a trouble ticket. The Circuit Non-Availability shall conclude upon the restoration of the Service.

The Customer shall, subject to the terms, exclusions and restrictions described herein, be entitled to receive from the Company a credit if the availability (Circuit Availability) of a particular BellSouth Long Distance Private Line circuit to be provided to the Customer on the BellSouth Long Distance Interexchange Network (the Service) for any Calendar Month falls below the percentage shown in the applicable credit schedule included in this section. The Service shall for purposes of this section be deemed to be unavailable to the Customer only if the Service on a particular BellSouth Long Distance Private Line circuit (Affected Circuit) is subject to an interruption (other than as noted herein) that results in a Circuit Non-Availability.

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SECTION 7.0 - PRIVATE LINE SERVICE *, (CONT'D.)

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7.2 Service Assurance Guarantee, (Cont'd.)

7.2.3 Application of Service Assurance Guarantee

In the event any Company provided DS-1, DS-3 or OC-n Private Line circuit is subject to a Circuit Non-Availability condition, the Customer shall be eligible to receive certain credits according to the following terms:

- (A)** The Customer may receive credits for a particular Service pursuant to the performance objectives included in this section for a maximum of four (4) consecutive or a maximum of six (6) months in any twelve (12) month period.
- (B)** In the event that the Calendar Monthly Circuit Availability for a particular affected circuit falls below ninety-nine and ninety five hundredths of a percent (99.95%) for BellSouth Long Distance POP to BellSouth Long Distance POP circuit availability; and/or below ninety-nine and five tenths of a percent (99.50%) for End to End circuit availability, the Customer shall be eligible to receive a credit for such month in accordance with the following schedules. This credit shall be applied to the Customer's Private Line circuit monthly recurring charge for such circuit (which includes a fixed and a per mile monthly recurring charge and excludes Dedicated Access local channel charges) for such month (following application of any discounts or credits that the Customer is eligible to receive). The credits described in this paragraph, if applicable, shall be the Customer's sole and exclusive remedy for any and all service interruptions affecting the Customer's Private Line circuits provided by the Company.

*** This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.**

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SECTION 7.0 - PRIVATE LINE SERVICE *, (CONT'D.)

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7.2 Service Assurance Guarantee, (Cont'd.)

7.2.3 Application of Service Assurance Guarantee, (cont'd.)

(C) Private Line Credit Schedules

Credit Schedule for BellSouth Long Distance POP-to-BellSouth Long Distance POP Service		
Circuit Availability		Amount of Credit¹
Upper Level	Lower Level	
100.00%	99.95%	0%
99.94%	99.75%	5%
99.74%	99.51%	10%
99.50%	98.51%	20%
98.50%	97.51%	30%
97.50%	97.01%	40%
97.00%	0.00%	50%

¹ Credit as a % of the Eligible Circuit Charges described in this tariff for the Affected Circuit.

Credit Schedule for End-to-End Service		
Circuit Availability		Amount of Credit²
Upper Level	Lower Level	
100.00%	99.50%	0%
99.49%	99.01%	5%
99.00%	98.51%	10%
98.50%	98.01%	20%
98.00%	97.01%	30%
97.00%	96.01%	40%
96.00%	0.00%	50%

² Credit as a % of the Eligible Circuit Charges described in this tariff for the Affected Circuit.

*** This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.**

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SECTION 7.0 - PRIVATE LINE SERVICE *, (CONT'D.)

(T)

7.2 Service Assurance Guarantee, (Cont'd.)

7.2.3 Application of Service Assurance Guarantee, (cont'd.)

- (D)** To be eligible for credits described in this section under this guarantee, the Customer must submit to the Company written documentation describing in reasonable detail the specific Private Line circuits affected by a service interruption, the location of the affected circuit, and specifically request the credits (*Circuit Availability metric* for BellSouth Long Distance POP to BellSouth Long Distance POP or End-to-End), for which the Customer believes are applicable under the service guarantee. The written notice must be sent to the Company within thirty (30) days of the conclusion of the service calendar month in which the requisite unavailability or service degradation occurs. In the event the Customer fails to comply with the written notice requirement within the thirty (30) day period described in the preceding sentence, the Customer shall, with respect to that remedy, have permanently waived the right to such remedy.
- (E)** The remedies included in this section are the Customer's sole and exclusive remedies and shall apply in lieu of any and all other service interruption guarantee or credit(s) or outage guarantee or credit(s) or performance credits for which the Customer may have otherwise been eligible.
- (F)** This guarantee shall apply only to BellSouth Long Distance Private Line services as defined in this section (i.e., DS-1 and above speeds). DS-0 and Fractional DS-1 BellSouth Long Distance Private Line services are covered under Section 2.14 (Interruption of Service) of this tariff.
- (G)** A second credit cannot be requested for the same month and for the same circuit for End-to-End Circuit Availability if a Private Line service credit has been issued to Customer for BellSouth Long Distance POP to BellSouth Long Distance POP Circuit Availability.
- (H)** A second credit cannot be requested for the same month and for the same circuit for BellSouth Long Distance POP to BellSouth Long Distance POP Circuit Availability if a Private Line service credit has been issued to the Customer for End-to-End Circuit Availability.
- (I)** Credits for the performance objective included in this document for the Service for any Calendar Month must exceed \$25.00 to be processed.

*** This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.**

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SECTION 7.0 - PRIVATE LINE SERVICE *, (CONT'D.)

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7.2 Service Assurance Guarantee, (Cont'd.)

7.2.3 Application of Service Assurance Guarantee, (cont'd.)

- (J)** This guarantee shall not apply and a period of Circuit Non-Availability shall not be deemed to have occurred in the event that the Company's Private Line service is unavailable due to any of the following:
- (1)** Interruptions or times of service degradation on Private Line circuits that are not "Accepted Circuits" where an Accepted Circuit is one that the Company and the Customer have tested and mutually agree is working as ordered following provisioning of a new order or change order and for which the Company has commenced billing the Customer.
 - (2)** Interruptions or times of service degradation caused by the negligence, act, error, or omission of the Customer or others authorized by the Customer to use the Customer's service.
 - (3)** Interruptions or times of service degradation due to failure of power at the Customer premises or failure or poor performance of Customer premises equipment.
 - (4)** Interruptions or times of service degradation during any period in which the Company or its agents are not afforded access to the premises where the access lines associated with the Customer's service originate or terminate, provided such access is reasonably necessary to prevent a degradation or to restore service.
 - (5)** Interruptions or times of service degradation during any period when the Company has posted on the Company's Web site or communicated to the Customer in any other manner that the Customer's service will be unavailable for maintenance or rearrangement purposes, or the Customer has released the service to the Company for the installation of a Customer service order.
 - (6)** An interruption or time of service degradation during any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.

*** This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.**

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SECTION 7.0 - PRIVATE LINE SERVICE *, (CONT'D.)

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7.2 Service Assurance Guarantee, (Cont'd.)

7.2.3 Application of Service Assurance Guarantee, (cont'd.)

(J), (continued)

- (7)** Interruptions beyond the Company's reasonable control (Force Majeure Event) including but not limited to: acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, national emergencies, acts of terrorism, cable or fiber cuts resulting from the actions of third parties beyond the reasonable control of the Company.
- (8)** Interruptions or times of service degradation resulting from the Customer's use of services in an unauthorized or unlawful manner.
- (9)** Interruptions or times of service degradation resulting from a disconnect for non-payment or an interruption of service resulting from incorrect orders from the Customer.
- (10)** Interruptions resulting from a disconnect for the Customer's breach of a term set forth in this Tariff and/or contract pursuant to which the Company is providing the Service to Customer.
- (11)** Interruptions or times of service degradation resulting from incorrect, incomplete or inaccurate orders from the Customer (including without limitation the Customer's over subscription of circuits).
- (12)** Interruptions or times of service degradation due to improper or inaccurate network specifications provided by the Customer.
- (13)** Interruptions or times of service degradation resulting from a failure of a carrier providing the local access circuit or tail circuits.
- (14)** Special configurations of the standard Service that have been mutually agreed to by the Company and the Customer; provided, however, the Company may provide a separate service level agreement to the Customer for those special configurations.

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SECTION 7.0 - PRIVATE LINE SERVICE *, (CONT'D.)

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7.2 Service Assurance Guarantee, (Cont'd.)

7.2.3 Application of Service Assurance Guarantee, (cont'd.)

- (K)** Subject to the terms, exclusions and restrictions described herein, if, during three consecutive Calendar Months or any six Calendar Months in any twelve-month period, the aggregate amount of credits received by the Customer in accordance with this section for a particular Affected Circuit exceeds fifty percent (50%) of the Customer's total monthly recurring charges for that Affected Circuit, the Customer may, upon thirty (30) days' prior written notice to the Company, terminate the Affected Circuit, without incurring any early termination charges otherwise due in accordance with this tariff or the Customer contract for that Affected Circuit except for usage charges accrued to the date of termination.
- (L)** Subject to the terms, exclusions and restrictions described herein, if, during any twelve-month period, the aggregate amount of credits received by the Customer in accordance with this section for all Affected Circuits exceeds fifty percent (50%) of the Customer's total monthly recurring charges, after application of any discounts or credits, for all of the Customer's Private Lines during that twelve-month period, the Customer may, upon thirty days' prior written notice to the Company, terminate all BellSouth Long Distance Private Lines provided to the Customer by the Company on the BellSouth Long Distance Interexchange Network, without incurring any early termination charges associated with the services, except for charges accrued to the date of termination. The Customer's right to terminate the services in accordance with the foregoing shall not, however, apply during any twelve-month period in which the Customer had less than ten (10) BellSouth Long Distance Private Lines in use during that entire period.

*** This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.**

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SECTION 7.0 - PRIVATE LINE SERVICE *, (CONT'D.)

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7.2 Service Assurance Guarantee, (Cont'd.)

7.2.3 Application of Service Assurance Guarantee, (cont'd.)

- (M)** Any termination right available to the Customer under this section must be exercised within fifteen (15) days after the Customer first becomes eligible to exercise the applicable termination right. In the event the Customer fails to comply with the condition set forth in the immediately preceding sentence, the Customer shall, with respect to the applicable termination right, have waived its right to such termination right.
- (N)** In the event the Customer is unable to meet any minimum monthly commitment for all services being provided by the Company to the Customer under a contract applicable to the contracted services as a direct result of the termination of the services pursuant to this section, the Customer and the Company shall negotiate in good faith to reach an alternative minimum monthly commitment which shall be in consideration of eligible revenue to the Company for which the Customer no longer receives credit in determining whether the minimum monthly commitment is satisfied.

*** This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.**

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SECTION 7.0 - PRIVATE LINE SERVICE *, (CONT'D.)

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7.3 Terms and Conditions of Service

Private Line service is available under the Integrated Service Package Offerings in Section 9 of this tariff. Terms and conditions of the provision of Private Line service as part of an Integrated Service Package, including, without limitation, discounts, usage minimums, and term commitments are set forth in this tariff.

The Rates and Charges described in this Section of the tariff are based on the commitment of the Customer to utilize the service for a specified minimum period of time. Therefore, notwithstanding anything in this tariff to the contrary, the Customer will be billed by and required to pay to the Company all rates, fees and charges which accrue for each Private Line circuit and for all associated Dedicated Access facilities during the entire Circuit Minimum Service Term (as defined below) applicable to each such Private Line Circuit.

The Circuit Minimum Service Term shall be a minimum in-service period beginning on the day the Company notifies the Customer that the facility or circuit is available for use and the Customer accepts delivery of such facility or circuit. A facility or circuit is considered accepted by the Customer if (i) the Customer fails to give written notice that the facility or circuit is in material non-compliance with the applicable standard network specifications within five (5) business days after notification to the Customer by the Company that the facility or circuit is available; or (ii) the Customer places live traffic over the facility or circuit after notification by the Company that facility or circuit is available.

Billing shall commence once a facility or circuit is considered "available and accepted" as described above, regardless of whether or not the Customer utilizes all or any part of such facility or circuit.

For Fractional DS-1 and DS-1 BellSouth® Long Distance Private Line service the Circuit Minimum Service Term is six (6) continuous months. For DS-3 Long Distance Private Line service, the Circuit Minimum Service Term is twelve (12) continuous months. For OC-n Long Distance Private Line service the Circuit Minimum Service Term is determined on an Individual Case Basis (ICB).

The company will bill and collect from the Customer all waived nonrecurring charges associated with a Private Line service promotion on a Private Line circuit or facility that has not met the Circuit Minimum Service Term upon termination of the Customer's agreement or upon disconnect of such Private Line circuit or facility.

* This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

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SECTION 7.0 - PRIVATE LINE SERVICE *, (CONT'D.)

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7.4 Rates and Charges

BellSouth® Long Distance Private Line service is available under the Integrated Service Packages offerings in Section 9 of this tariff. Terms and Conditions for the provision of Private Line service as part of an Integrated Service Package, including without limitation, discounts, usage minimums, and term commitments, are set forth in Section 9 of this tariff.

The rates and charges described in this Section are the base rates and charges prior to any volume and term discounts given to the Customer. Customers who subscribe to Integrated Service Packages in this tariff may obtain discounts from these base rates and charges.

The nonrecurring charges for each Private Line channel apply for the installation of new circuits, changes in speed of existing circuits or temporary disconnects of a circuit for Customer reasons. For changes in Private Line service speeds, the nonrecurring charge associated with the current (old) channel speed shall apply. The nonrecurring charges associated with a change of speed or temporary disconnect will not apply to DS-0, Fractional DS-1 and DS-1 channels in service for at least six (6) continuous months or to DS-3 and above speed channels in service for at least twelve (12) continuous months.

The monthly charges for each Private Line channel shall be the applicable monthly charges in effect on the date that such Private Line channel is installed, and the rates for such Private Line channel shall remain fixed for the duration of the Customer's Contract Term.

Additionally, rates set forth herein do not include Dedicated Access channels and access-related charges (including, without limitation, installation charges, inside wiring charges assessed by the Local Exchange Carrier (LEC), construction charges assessed by the LEC and distance and termination charges assessed by the LEC). Therefore, Dedicated Access channels and access related charges are additional charges. Rates and charges for Dedicated Access channels provided by the Company are found in Section 8 of this tariff.

OC-n rates and charges will be calculated on an Individual Case Basis (ICB).

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SECTION 7.0 - PRIVATE LINE SERVICE *, (CONT'D.)

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7.4 Rates and Charges, (Cont'd.)

7.4.1 Private Line Channel Charges - The following rates and charges apply to Private Line service offered by the Company:

Circuit Bandwidth	Fixed Monthly Charge	Base Rates	
		Interoffice Channel Mileage (Per Mile)	Nonrecurring Charge
56/64 Kbps (DS0/DDS/analog)	\$270.00	\$0.34	\$100.00
128 Kbps	\$461.00	\$0.37	\$150.00
192 Kbps	\$695.00	\$0.59	\$150.00
256 Kbps	\$897.00	\$0.77	\$150.00
320 Kbps	\$1,116.00	\$0.95	\$150.00
384 Kbps	\$1,308.00	\$1.12	\$150.00
448 Kbps	\$1,486.00	\$1.25	\$150.00
512 Kbps	\$1,646.00	\$1.40	\$150.00
576 Kbps	\$1,805.00	\$1.54	\$150.00
640 Kbps	\$1,942.00	\$1.66	\$150.00
704 Kbps	\$2,069.00	\$1.78	\$150.00
768 Kbps	\$2,183.00	\$1.87	\$150.00
832 Kbps	\$2,356.00	\$1.87	\$150.00
896 Kbps	\$2,356.00	\$1.87	\$150.00
960 Kbps	\$2,356.00	\$1.87	\$150.00
1,024 Kbps	\$2,356.00	\$1.87	\$150.00
1,088 Kbps	\$2,356.00	\$1.87	\$150.00
1,152 Kbps	\$2,356.00	\$1.87	\$150.00
1,216 Kbps	\$2,356.00	\$1.87	\$150.00
1,280 Kbps	\$2,356.00	\$1.87	\$150.00
1,344 Kbps	\$2,356.00	\$1.87	\$150.00
1,408 Kbps	\$2,356.00	\$1.87	\$150.00
1,472 Kbps	\$2,356.00	\$1.87	\$150.00
1.544 Mbps	\$910.00	\$3.50	\$500.00
44.736 Mbps	\$3,700.00	\$22.50	\$2,700.00
OC-3	ICB	ICB	ICB
OC-12	ICB	ICB	ICB
OC-48	ICB	ICB	ICB

* This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

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SECTION 7.0 - PRIVATE LINE SERVICE *, (CONT'D.)

(T)

7.4 Rates and Charges, (Cont'd.)

7.4.2 Echo Cancellation Charges

Channel Type	Monthly Charge	Nonrecurring Charge
DS-0	\$215.00	\$200.00
DS-1	\$215.00	\$200.00
DS-3	\$6,020.00	\$5,600.00

7.4.3 Private Line Move Charges

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The following nonrecurring charges apply when the Customer requests a location change in the Point of Interconnection with the Company's Dedicated Access service associated with Customer's Private Line Service.

The nonrecurring charges herein apply to Dedicated Access channels used in conjunction with BellSouth® Long Distance Private Line Service.

A Customer request to Change/Move the location or address of one end of a Private Line service will be treated as either: A) Move Order or B) Disconnect and New Order depending on whether the change in location results in a change in Serving Wire Center.

(A) **Move Order:** If the Customer request to Change/Move one end of the Private Line does not result in a change to the corresponding Serving Wire Center, the change will be treated as a Move Order, and no additional move charges shall be payable other than those provided for a Move within the Same Building for the Dedicated Access Loop pursuant to Section 8.5.6 (A) of this tariff.

(B) **Disconnect and New Order:** If the Customer request to Change/Move one end of the Circuit results in a change to the corresponding Serving Wire Center, the change will not be considered to be a Move and will be treated as a disconnect and new order for service. Any applicable early termination, disconnection or nonrecurring charges, including a new Circuit Minimum Service Term, may apply pursuant to this tariff.

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SECTION 8.0 - DEDICATED ACCESS SERVICE *

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8.1 Service Description

Dedicated Access service provides for the connection of a Customer premises to the Company's Point of Presence (POP) or its designate. With Dedicated Access service, the Customer is connected directly to the Company's network or its designate without utilizing the services of the local switched network.

Dedicated Access service may be obtained directly from the Company at rates and charges contained in this tariff. Dedicated Access services are available in various facility types for originating, terminating and two-way point-to-point service at transmission speeds shown in the following table:

Facility Type	Available Bandwidth	Equivalent VG Channels
DS-0 Analog	300-3000 Hz	1 Channel
DD-S	64 Kbps	1 Channel
DS-1	1.544 Mbps	24 Channels
DS-3	44.736 Mbps	672 Channels

BellSouth® Dedicated Access service at DS-3, OC-3, OC-12, OC-48 and OC-192 rates may also be available but will be provided on an Individual Case Basis (ICB) pursuant to contract as described in Section 11 of this tariff.

A Dedicated Access service as offered by the Company provides a transmission path between a Customer's designated premises or the central office of the Customer's serving LEC¹ to a Company Point of Presence (POP) or its designate. Dedicated Access service connections are provided as digital channels differentiated by bit rate.

*** This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.**

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Centrex-type service switches, packet switches and digital cross-connect systems provided by the Customer's serving LEC are considered to be a customer premises for purposes of administering regulations and rates contained in this Tariff.

SECTION 8.0 - DEDICATED ACCESS SERVICE *, (CONT'D.)

(T)

8.1 Service Description, (Cont'd.)

As an alternative, the Customer may provide its own Dedicated Access service from another access vendor, ("Customer Provided Access"). Customer Provided Access allows the Customer to provide its own local access (local channel) via a local exchange carrier (LEC) or other vendor provided the vendor has entrance facilities into the BellSouth Long Distance Network Access Point of Presence ("NAP"). BellSouth Long Distance is responsible for all network components with the exception of the Customer provided local channel.

If the Customer chooses to provide its own access facility in conjunction with BellSouth Long Distance services, the Customer has the sole responsibility to acquire, coordinate the delivery, and maintain the access facility. The BellSouth Long Distance Customer Resource Center ("CRC") will provide the Customer with a "Letter of Authorization" ("LOA") and a "Channel Facility Assignment" ("CFA") to facilitate the delivery of the local channel by the Customer's Access vendor.

Rates and charges for Customer Provided Access are contained in Section 8.5.

Customers can order a basic channel and select, from a list of available transmission parameters and channel interfaces, those that they desire to meet specific communications requirements. For purposes of ordering channels, each is identified by type of service. However, such identification is not intended to limit a Customer's use of the channel nor to imply that the channel is limited to a particular use. Following is a brief description of each type of channel offered by the Company:

DS-0 Analog - a voice grade channel which provides voice frequency transmission capability in the nominal frequency range of 300 to 3000 Hz and may terminate as a two-wire or four-wire facility. Analog DS0 access service is provided between the Customer premises and the Company point of presence.

Digital Data Service Access - a channel for duplex four-wire transmission of synchronous serial data at the rate of 56.0 or 64.0 kbps. Transmission speeds of 56.0 and 64.0 kbps are referred to as high speed Digital Data Service (DDS) options. The actual bit rate is a function of the channel interface selected by the Customer.

DS-1 - a channel for the transmission of nominal 1.544 Mbps isochronous serial data. The actual bit rate is a function of the channel interface selected by the Customer.

DS-3 - a channel for the transmission of nominal 44.736 Mbps isochronous serial data. A DS-3 channel has capacity for 28 DS-1 channels.

* This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

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SECTION 8.0 - DEDICATED ACCESS SERVICE *, (CONT'D.)

(T)

8.1 Service Description, (Cont'd.)

Service may be provided as two-point service only. A two-point channel or facility connects a Customer designated Premises on a directly connected basis to a Company point of presence (POP) or designate. Applicable rate elements are:

- (A)** Access Channel
- (B)** Optional Features and Functions (when applicable)
- (C)** Central Office Connection
- (D)** Access Coordination Fee

A Customer may request that the facilities used to provide BellSouth® Dedicated Access service be specially routed. Special Facilities Routing (i.e., Avoidance, Diversity and Cable-Only) will be provided on an Individual Case Basis ("ICB") as set forth under Section 11 – Contracts For Service of this tariff.

Customers selecting the Company as their Primary Carrier may purchase BellSouth® Dedicated Access service for any of the locations (NPA/NXXs) outlined in Appendix A of the Company's Complex Business Services Interstate Pricing Guide. The Dedicated Access services offered in this tariff are available only in conjunction with Complex Voice services and Private Line facilities offered by the Company.

The minimum service period for all Dedicated Access services is three (3) months unless specified elsewhere in this tariff. The minimum service period for ICB services is specified in the Individual Case Basis contract.

*** This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.**

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SECTION 8.0 - DEDICATED ACCESS SERVICE *, (CONT'D.)

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8.2 Rate Elements

Generally, a BellSouth® Dedicated Access service facility consists of the following rate elements: Access Channel, Optional Features and Functions, Access Coordination Fee and Central Office Connection. Each of these elements is described below in more detail.

8.2.1 Access Channels

An Access Channel provides for the communications path between a Customer premises and the Company Point of Presence (POP) or designate. Included as part of the Access Channel is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the Point of Termination (POT) and the type of signaling capability, if any. The signaling capability itself is provided as an optional feature as set forth in 8.2.2 following. One Access Channel charge will apply per Customer-designated Premises at which the channel is terminated.

Rates and charges for Access Channels are specified by facility type in Section 8.5 and Appendix A of the Company's Complex Business Services Interstate Pricing Guide.

*** This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.**

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SECTION 8.0 - DEDICATED ACCESS SERVICE *, (CONT'D.)

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8.2 Rate Elements , (Cont'd.)

8.2.2 Optional Features and Functions

Optional Features and Functions provide for capabilities which may be added to a basic BellSouth® Dedicated Access service facility to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics, which may be obtained. These characteristics may be obtained by using various combinations of equipment.

Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element.

(A) DS-0 Analog Service

When service is used for voice applications, signaling is typically required. Additionally, when service is used for data transmission, the Access Channels may require special conditioning (e.g. C-type and/or D-type conditioning).

(1) Signaling

Signaling capability provides for the process by which one Customer Premises alerts another customer premises on the service with which it wishes to communicate.

(2) Conditioning

Conditioning provides more specific transmission characteristics for analog DS-0 access services. C-Type conditioning controls attenuation distortion and envelope delay distortion. D-Type conditioning provides transmission characteristics suitable for data communications. D-Type conditional also provides for the control of "Signal to C-Notch Noise Ratio" and intermodulation distortion.

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8.2 Rate Elements , (Cont'd.)

8.2.2 Optional Features and Functions, (cont'd.)

(B) DS-1 Service

(1) Clear Channel Capability

Clear Channel Capability (CCC) is an arrangement that alters a DS-1/1.544 Mbps signal with unconstrained information bits. This will allow a Customer to transport an all-zero octet over a DS-1/1.544 Mbps channel and will provide an available combined maximum 1.536 Mbps data rate.

CCC is provided on DS-1/1.544 Mbps channels between two Customer designated premises and is subject to the availability of facilities. This optional feature may be ordered at the same time the DS-1/1.544 Mbps channel is ordered, or it may be ordered as an additional feature of an existing channel.

8.2.3 Central Office Connection (COC)

A Central Office Connection consists of monthly and non-recurring charges to telecommunications users for the access connection between the local central office and Company facilities. The charges are on a per channel and speed of circuit basis.

8.2.4 Access Coordination Fee (ACF)

An Access Coordination Fee consists of monthly and non-recurring charges to a telecommunications Customer to compensate for internal labor costs of ordering, provisioning, installing and maintaining end-to-end service by the Company. The charges are on a per access channel and speed of circuit basis.

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8.3 Payment Plans

BellSouth® Dedicated Access service is available on a month-to-month basis with a minimum three-month service period unless otherwise specified in this tariff. Term discounts, if available, may be provided by the Company through plans as contained in Section 8.5 of this tariff, promotional offerings or on a contractual basis according to Sections 5 and 11 of this tariff, respectively.

If a month-to-month Customer disconnects Dedicated Access service prior to the end of the three-month minimum service period, the Customer shall be charged the applicable monthly recurring charge for the full and partial month(s) remaining in that period.

8.4 Special Access Surcharge

A Special Access Surcharge applies when Dedicated Access services are connected to a PBX or equivalent device which is capable of interconnecting the Dedicated Access service with local exchange service.

The Company will automatically bill the surcharge on each Dedicated Access service installed irrespective of whether the interconnection capability exists in the customer's premises equipment or in a Centrex type service switch unless written certification is received from the Customer certifying exemption status as set forth in 8.4.1.

*** This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.**

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8.4 Special Access Surcharge, (Cont'd.)

8.4.1 Special Access Surcharge Exemptions

A Dedicated Access channel will be exempted from the surcharge if the Customer provides the Company written certification that the Dedicated Access channel termination is one of the following:

- (1) an open-end termination in a Company switch of an FX line, including CCSA and CCSA-equivalent ONALS; or
- (2) an analog Access Channel that is used for radio or television program transmission; or
- (3) a termination used for TELEX service; or
- (4) a termination that by the nature of its operating characteristics could not make use of Company common lines; or
- (5) a termination that interconnects either directly or indirectly to the local exchange network where the usage is subject to Carrier Common Line charges such as, where the Dedicated Access channels access LEC Feature Group A facilities and no local exchange lines, or Dedicated Access service between Customer Points of Termination or Dedicated Access service connecting CCSA or CCSA-type equipment (inter-machine trunks); or
- (6) a termination that the Customer certifies to the Company is not connected to a PBX or other device capable of interconnecting the Dedicated Access facility to a local exchange subscriber line.

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8.4 Special Access Surcharge, (Cont'd.)

8.4.2 Exemption Certification

BellSouth® Dedicated Access services which are terminated as set forth in Section 8.4.1 will be exempted from the Special Access Surcharge if the Customer provides the Company with a written notification certifying exemption. Such notification shall be provided by the Customer (1) at the time the Dedicated Access service is ordered or installed; (2) at such time as the Dedicated Access service is reterminated to a device not capable of interconnecting to the local exchange network, or (3) at such time as the Dedicated Access service becomes associated with a LEC-provided Feature Group A service that is subject to Carrier Common Line charges.

If written certification is not received at the time the Dedicated Access service is obtained, the surcharge will be applied. Exempt status will become effective on the certification date indicated by the Customer.

The exemption certification is to be provided by the Customer ordering the service. The certification must be signed by the Customer or authorized representative and include the category of exemption, as set forth in Section 8.4.1, for each termination, and the date which the exemption is effective.

The Customer shall also notify the Company when an exempted Dedicated Access service is changed or reterminated such that the exemption is no longer applicable.

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8.4 Special Access Surcharge, (Cont'd.)

8.4.3 Crediting the Surcharge

The Company will cease billing the Special Access Surcharge when certification that the BellSouth® Dedicated Access channel has become exempt from the surcharge, as set forth in Section 8.4.1 is received. If the status of the Dedicated Access service was changed prior to receipt for the exemption certification, the Company will credit the Customer's account, not to exceed ninety (90) days, based on the effective date of the change specified by the Customer in the letter of certification.

8.4.4 Surcharge Rates

The monthly Special Access Surcharge applies to Dedicated Access services on a per voice equivalent basis as shown in the following example.

Voice Grade	1 x \$25.00	= \$ 25.00
DS-1	24 x \$25.00	= \$600.00

In the case of multipoint Dedicated Access service, one Special Access Surcharge will apply for each termination at a Customer designated premises except that no surcharge applies at the Customer designated premises at which the Access service is connected to interstate service.

The Company will bill the surcharge to the Customer who orders the Dedicated Access service unless the Service is exempt as set forth in Section 8.4.1.

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8.5 Rates and Charges

Nonrecurring charges apply to each Access Channel on each BellSouth® Dedicated Access service installed. Nonrecurring charges also apply to the installation of Optional Features and Functions available with Dedicated Access service.

When a Customer subscribes to a plan with an associated Contract Term, the monthly recurring charges for each Dedicated Access Channel and associated rate elements installed by the Company shall be the applicable monthly charges in effect on the date that such Dedicated Access Channel is installed, and shall remain fixed for the duration of the Term.

8.5.1 Access Channels

Non-Recurring and monthly recurring charges for Access channels are listed by NPA/NXX in Appendix A of the Company's Complex Business Services Interstate Pricing Guide. For NPA/NXXs not listed in that Appendix A, Access Channels may be provided and billed by the Company, at its option, at rates found in the relevant LEC access tariff or on an Individual Case Basis.

8.5.2 Optional Features and Functions

Feature	Non-Recurring Charge	Monthly Charge
DS-0 Signaling:		
Per Access Channel	\$10.00	\$25.00
DS-0 Conditioning:		
Per Access Channel C-Type	\$75.00	\$100.00
D-Type	\$5.00	\$10.00
DS-1 Clear Channel Capability:		
Per Access Channel	\$0.00	\$0.00

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8.5 Rates and Charges, (Cont'd.)

8.5.3 Central Office Connection

Circuit	Non-Recurring Charge	Monthly Charge
DS-0 Analog	\$ 185.50	\$ 75.00
DDS	\$ 185.50	\$ 75.00
DS-1	\$ 327.50	\$ 250.00
DS-3	\$1,637.50	\$1,500.00

8.5.4 Access Coordination Fee

Circuit	Non-Recurring Charge	Monthly Charge
DS-0 Analog	\$ 167.10	\$ 35.00
DDS	\$ 167.10	\$ 35.00
DS-1	\$ 207.10	\$ 95.00
DS-3	\$2,295.00	\$125.00

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8.5 Rates and Charges, (Cont'd.)

8.5.5 Change and Disconnect Charges

The following nonrecurring charges apply to changes in BellSouth® Dedicated Access service channel speeds and to temporary disconnects for customer reasons. For changes in Dedicated Access channel speeds, the nonrecurring charge associated with the new Dedicated Access channel speed shall apply.

The nonrecurring charges herein do not apply to Dedicated Access channels used in conjunction with BellSouth® Long Distance Private Line service, BellSouth® Long Distance Frame Relay service or BellSouth® Long Distance ATM service.

	Nonrecurring Charge
Per DS-0, DS-1 or Fractional DS-1 Dedicated Access Channel	\$290.00
Per DS-3 Dedicated Access Channel	\$990.00
Per OC-3 Dedicated Access Channel	\$1,500.00

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8.5 Rates and Charges, (Cont'd.)

8.5.6 Move Charges

The following nonrecurring charges apply when the Customer requests a location change in the point of interconnection with the Company's Dedicated Access service.

(A) Move Charge for Moves Within Same Building:

	Nonrecurring Charge
Per DS-0 Analog or DDS Dedicated Access Channel	\$290.00
Per DS-1 or Fractional DS-1 Dedicated Access Channel	\$600.00
Per DS-3 Dedicated Access Channel	\$990.00
Per OC-3 Dedicated Access Channel	\$1,500.00

(B) Move Charge for Moves to a Different Building:

	Nonrecurring Charge
Per DS-0 Analog or DDS Dedicated Access Channel	\$ 925.00
Per DS-1 or Fractional DS-1 Dedicated Access Channel	\$1,734.60
Per DS-3 Dedicated Access Channel	\$1,980.00
Per OC-3 Dedicated Access Channel	\$3,000.00

*** This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.**

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SECTION 8.0 - DEDICATED ACCESS SERVICE *, (CONT'D.)

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8.5 Rates and Charges, (Cont'd.)

8.5.7 Access Discount Plan (ADP)

Dedicated Access service Customers will receive the applicable discount from the table below based on the Access Discount Plan Term that the Customer selects per circuit. The discount applies only to the DS-3, DS-1, DS-0 and DDS local channel monthly rates in Appendix A of the Company's Complex Business Services Interstate Pricing Guide.

Access Discount Plan Term	% Discount
One-Year	5%
Two-Year	10%
Three-Year	12%
Four-Year	12%
Five-Year	12%

If an ADP is terminated by the Customer prior to the end of the ADP Term, the Customer will be assessed an early termination charge equivalent to 75% of the pre-discounted local channel monthly charges multiplied by the number of months remaining in the Customer's ADP Term.

If the Customer extends an ADP Term on any circuit prior to the expiration of that ADP's term, the Company will waive early termination charges provided that the new ADP Term is equal to or greater than the original ADP Term.

Upon ADP expiration, the Customer may elect to enroll in a currently available ADP Term. The applicable % discounts will be applied to the then current monthly rates contained in this Section and Appendix A of the Company's Complex Business Services Interstate Pricing Guide. The Customer will be charged at the current discounted rate for the newly selected ADP commencing the day following completion of the prior payment period.

Customers may continue to receive service upon expiration of their current ADP without enrollment in a new plan. However, service will be continued at the then current monthly rates without any discounts. Additionally, any other promotional monthly waivers associated with the expired ADP will be discontinued. Customers have no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge.

*** This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.**

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SECTION 8.0 - DEDICATED ACCESS SERVICE *, (CONT'D.)

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8.5 Rates and Charges, (Cont'd.)

8.5.9 ACF and COC Monthly Charge Discount Plan

This plan is available to Customers under the following terms and conditions:

- (A) This plan is only available to customers ordering new Dedicated Access service for BellSouth® Long Distance Dial Direct service and BellSouth® Long Distance Toll Free service in Section 6 of this tariff; or BellSouth® Long Distance Private Line services in Section 7 of this tariff.
- (B) The Customer must sign a Dedicated Access service enrollment form contract with a minimum term of one year. Additionally, the Customer must sign a BellSouth® Business Class Family of Services agreement for a minimum of one year and an enrollment form contract specific to this plan.
- (C) The plan cannot be combined with any Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.
- (D) The Company will waive 75% of the monthly charges for the applicable Access Coordination Fees and 100% of the monthly charges for the applicable Central Office Coordination Fees for circuits installed under this plan. These prices will remain in effect during the entire contract term selected by the Customer.
- (E) Each dedicated access circuit priced under this plan must remain installed and utilized by the Customer for a least 12 consecutive months. The Customer must pay a termination penalty equal to all waived monthly charges for any circuit disconnected prior to the end of this 12-month period. The termination penalty will be calculated from the time of the initial bill for such circuit to the time the circuit is disconnected.
- (F) In order to receive the prices indicated in paragraph 8.5.9(D), services receiving this plan's discounts must be installed and activated no later than sixty (60) days from the Customer's date of signature on the applicable enrollment form.

* This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

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SECTION 8.0 - DEDICATED ACCESS SERVICE *, (CONT'D.)

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8.5 Rates and Charges, (Cont'd.)

8.5.10 BellSouth® Dedicated Access Service Installation Charge Waiver

- (A) The Company will waive 100% of the nonrecurring installation charges (including Access Coordination Fee and Central Office Connection nonrecurring charges) for domestic intrastate Dedicated Access circuits to customers meeting the following criteria:
- (1) The Customer must sign a BellSouth® Business Class Family of Services agreement of at least one year. The Customer must also sign a BellSouth® Dedicated Access service enrollment form contract of at least one year and an enrollment form contract specific to this waiver.
 - (2) This waiver is only available to new Dedicated Access circuits.
 - (3) Each Dedicated Access circuit receiving the waiver must remain installed and utilized by the Customer for at least 12 consecutive months. If the Customer disconnects a Dedicated Access circuit receiving this waiver prior to this 12-month period, the Customer must pay the Company the waived installation charge for such disconnected circuit.
 - (4) This waiver cannot be combined with any Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.
 - (5) For circuits receiving this waiver, the Customer must request that services be installed and activated no later than sixty (60) days from the Customer's date of signature on the applicable enrollment form.

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8.5 Rates and Charges, (Cont'd.)

8.5.11 Flat Rate Dedicated Access II Plan

This plan is available to Customers under the following terms and conditions:

- (A) This plan is only available to Customers ordering new Dedicated Access service for BellSouth® Long Distance Dial Direct service and BellSouth® Long Distance Toll Free service in Section 6 of this tariff; or BellSouth® Long Distance Private Line service in Section 7 of this tariff.
- (B) The Customer must sign a Dedicated Access service enrollment form contract with a minimum term of two years (24 months). Additionally, the Customer must sign a BellSouth® Business Class Family of Services agreement for a minimum of two years (24 months) and \$1,000 minimum monthly commitment and an enrollment form contract specific to this plan.
- (C) A termination penalty equal to the applicable monthly charge specified in paragraph 8.5.11 (D) times the number of months remaining in the minimum 24-month period specified in paragraph 8.5.11 (B) will apply for those circuits disconnected prior to the expiration of the minimum two-year contract period. The Customer will pay the Company such termination penalty upon disconnection of any such circuits.

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8.5 Rates and Charges, (Cont'd.)

8.5.11 Flat Rate Dedicated Access II Plan, (cont'd.)

- (D)** Circuits installed under this plan will be priced as indicated below and will be in lieu of the prices shown in Appendix A of the Company's Complex Business Services Interstate Pricing Guide. These prices will remain in effect during the entire contract term selected by the Customer.

For DS-0 Loop Prices in between:**	Flat Rate Dedicated Access II Plan Price Is	(T)
\$0.00 - \$150.00	See Note**.	(T)
\$150.01 - \$300.00	\$150.00	
\$300.01 +	\$200.00	
For DS-1 Loop Prices in between:**	Flat Rate Dedicated Access II Plan Price Is	(T)
\$0.00 - \$250.00	See Note**.	(T)
\$250.01 - \$400.00	\$250.00	
\$400.01 - \$800.00	\$350.00	
\$800.01 - \$1,200.00	\$450.00	
\$1,200.01 +	See Note**.	(T)
For DS-3 Loop Prices in between:**	Flat Rate Dedicated Access II Plan Price Is	(T)
\$0.00 - \$2,500.00	See Note**.	(T)
\$2,500.01 - \$4,000.00	\$2,500.00	
\$4,000.01 - \$6,000.00	\$3,500.00	
\$6,000.01 - \$9,000.00	\$4,500.00	
\$9,000.01 +	See Note**.	(T)

For Customers selecting a combination of the Access Discount Plan (ADP) in Section 8.5.7 and this Flat Rate Dedicated Access II Plan, the price ranges associated with this plan will be determined after the appropriate ADP discount is applied to the base prices as outlined in Appendix A of the Company's Complex Business Services Interstate Pricing Guide.

***** This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date. **(T)**

****** Prices are outlined in Appendix A of the Company's Complex Business Services Interstate Pricing Guide. **(T)**

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8.5 Rates and Charges, (Cont'd.)

8.5.11 Flat Rate Dedicated Access II Plan, (cont'd.)

- (E)** This plan cannot be combined with any Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.
- (F)** This plan is coterminous with the Customer's BellSouth® Business Class of Family of Services agreement. New Dedicated Access channels added under the term of the BellSouth® Business Class Family of Services agreement are eligible to receive the appropriate pricing under this plan.
- (G)** Plan prices will apply to eligible circuits ordered under this plan provided that at least one such eligible circuit is installed and activated no later than sixty (60) days from the Customer's date of signature on the applicable enrollment form.

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8.5 Rates and Charges, (Cont'd.)

8.5.12 Customer Provided Access

Channel Type	Monthly Charge
DS-0	\$50.00
DS-1	\$200.00
DS-3	\$1,500.00
OC-3	\$3,000.00
OC-12	\$6,000.00
OC-48 thru OC-192	ICB

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES *

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9.1 General

Integrated Service Packages are a suite of business communication services for Customers who meet certain criteria as specified in the particular package offered by the Company. Services available under Integrated Business Packages may include any combination of the following services: Company provided Complex voice services; BellSouth® Long Distance Private Line service; and BellSouth® Dedicated Access service. An Integrated Service Package may offer integrated pricing with cross discounting based on aggregate revenue of contributing services, billing, and reporting capabilities. Discounting may be based on the contract term selected by the Customer and/or the Customer's target revenue commitment. The Company provided Integrated Service Packages are as defined below.

9.2 BellSouth® Business Class Family of Services

9.2.1 Description

The BellSouth® Business Class Family of Services (BBCFS) is a suite of business communication services for Customers who agree to a "minimum monthly revenue commitment" (MMC) for services purchased from the Company and who agree to a "contract term" (Term) of one (1) to five (5) years. Customers may also select a month-to-month option with no MMC or Term obligations. Services available under the BellSouth® Business Class Family of Services include BellSouth® Dial Direct service and BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service, BellSouth® Long Distance Calling Card service, BellSouth® Long Distance Private Line service, and BellSouth® Dedicated Access service. The BellSouth® Business Class Family of Services offers integrated pricing with cross discounting based on aggregate revenue of contributing services, billing, and reporting capabilities. Discounting is based on the contract term selected by the Customer and the Customer's target revenue commitment.

The term of a BellSouth® Business Class Family of Services agreement shall begin, and the applicable discounts or credits will accrue, from the first day of the next billing month if the agreement is accepted by both parties and returned to the Company at least twenty (20) days prior to the first day of the next billing month. Otherwise, the term will commence on the first day of the second billing month following the acceptance of the agreement by both parties. After the expiration of the initial term or any subsequent Renewal Terms, a Customer's BellSouth® Business Class Family of Services agreement shall continue on a monthly basis (each month a "Term Extension") subject to the same prices, terms and conditions as in the initial term for the particular services in the original BBCFS agreement, unless the Customer or the Company provides written notice of its intent not to renew such agreement at least thirty (30) days prior to the expiration of the initial term or subsequent Term Extensions.

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* This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES *, (CONT'D.)

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.1 Description, (cont'd.)

The BellSouth® Business Class Family of Services offers contract terms of 1, 2, 3, 4 or 5 years. After selecting a contract term, the Customer selects an MMC that must be met during each Monthly Period (as hereinafter defined) of the term. A shortfall penalty applies when the Customer does not meet the package MMC. As stated above, Customers selecting a month-to-month option have no MMC or Term obligations, and no shortfall penalties apply.

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Customers incurring shortfall penalties, due to circumstances beyond their control, may be permitted to reduce their MMC by agreeing to add additional time to their term limit and designating the Company as the Customer's Preferred Interexchange Carrier, as defined in Section 9.2.5.

The Company shall impose no termination penalties to Customers who, prior to the expiration of the existing contract, commit to an MMC and/or Term equal to or greater than their existing MMC and Term agreement.

Customers must select one of the fourteen MMCs set forth in the following table:

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Tier No.	Minimum Monthly Revenue Commitment
1	\$100
2	\$250
3	\$500
4	\$1,000
5	\$2,000
6	\$3,000
7	\$4,000
8	\$5,000
9	\$7,000
10	\$10,000
11	\$15,000
12	\$20,000
13	\$25,000
14	\$35,000

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.1 Description, (cont'd.)

Monthly Revenue used to determine an MMC shall be the aggregate amount charged by the Company to the Customer for the Contributory Services listed in this tariff. Monthly Revenue is calculated prior to the application of any discounts except for BellSouth® Long Distance Private Line service and BellSouth® Dedicated Access service which are aggregated net discounts.

(A) The following charges will be excluded from the calculation of Monthly Revenue:

- (1)** Any Dedicated Access service charges imposed by third parties
- (2)** Any monthly charges not listed in the immediately preceding paragraph
- (3)** Non-recurring charges
- (4)** Taxes
- (5)** Surcharges (Directory Assistance, Operator Services and Payphone charges are not surcharges)
- (6)** Service charges for Operator Services
- (7)** Payphone charges

When the Customer's total Monthly Revenue for BellSouth® Business Class Family of Services falls below the MMC during any Monthly Period of the term, the Customer shall be billed for and must pay the MMC at the end of that month.

The Company will allow a three-month ramp-up period during which the Customer's Monthly Revenue will not be subject to the MMC. Discounts will apply during this three-month period if the Customer does meet the MMC.

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.1 Description, (cont'd.)

When a Customer signs a BellSouth® Business Class Family of Services agreement and cannot satisfy the MMC due to an installation delay, if such delay was beyond either the Company's or the Customer's sole control or a force majeure event beyond the Customer's control, including but not limited to acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, acts of terrorism, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, national emergencies; then the Company will waive that portion of the Customer's MMC that directly results from such a force majeure event, subject to the following limitations.

To request a MMC waiver under the above provision, the Customer must notify the Company in writing within 30 days of the conclusion of each event for which a MMC waiver may be requested; and provide the Company with a written MMC waiver request within 45 days of each affected month.

The Customer must not be in material breach of the BellSouth® Business Class Family of Services agreement and must have satisfied all of the conditions in such agreement to receive a MMC waiver adjustment. The Company will waive the Customer's MMC for the affected period only. The Customer's MMC will not be waived for any other purpose or period. Any adjustment in excess of 10% of the Customer's MMC may depend on the Customer's agreement to extend the term for a period equal to the number of months in the term affected by the force majeure event, or installation delay, if the delay was beyond either the Company's or Customer's sole control.

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.1 Description, (cont'd.)

(B) If a Customer terminates a BellSouth® Business Class Family of Services agreement prior to completion of the Term, the Customer shall be responsible for early termination charges calculated by taking the sum of:

- (1)** An amount equivalent to the greater of the MMC or actual Monthly Revenue, from Contributory Services listed in Section 9.2.2, generated during the monthly period in which the Customer terminates the agreement; plus
- (2)** Fifty percent (50%) of the Monthly Revenue Minimum, multiplied by the number of remaining monthly periods (not including the current monthly period), if any, remaining in the then-effective contract term; plus
- (3)** Any applicable third party early termination or related charges or penalties incurred by the Company as a result of early termination by the Customer.

All terms and conditions stated in Section 11 (Contracts For Service) of this Tariff will apply to BellSouth Business Class Family of Services agreements between the Customer and the Company.

*** This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.**

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES *, (CONT'D.)

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.2 Discount Application

Base rate monthly charges are those charges shown in the appropriate section of this tariff for a given service (e.g., Complex Voice services, Private Line service, etc.).

(A) Contributory Services are those services whose usage charges and/or monthly charges contribute towards meeting the Customer's MMC. These services are as follows:

- (1) Usage for Interstate BellSouth® Dial Direct service, BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service, and BellSouth® Long Distance Calling Card service;
- (2) Usage for Intrastate BellSouth® Dial Direct service, BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service, and BellSouth® Long Distance Calling Card service;
- (3) Usage for International BellSouth® Dial Direct service, BellSouth® Toll-Free service, and BellSouth® Long Distance Calling Card service;
- (4) Directory Assistance charges;
- (5) BellSouth® Long Distance Private Line service monthly charges;
- (6) Operator Services charges;
- (7) Interstate BellSouth® Long Distance Frame Relay service Port, Permanent Virtual Circuit and NNI Gateway monthly charges;
- (8) BellSouth® BSE, Inc. Frame Relay service Port, Permanent Virtual Circuit (PVC), Packet Service Line, Packet Service Line Extension, and Internetwork Serving Area Link monthly charges;
- (9) BellSouth® Dedicated Access service monthly charges for access channels, ACF and COC;
- (10) Interstate BellSouth® Long Distance Asynchronous Transfer Mode (ATM) Port, and PVC monthly charges;
- (11) Calling Card usage and associated charges; and
- (12) Voice VPN usage and associated charges.

(B) Nonrecurring Charges, taxes and surcharges are not Contributory Services. Additionally, charges associated with services found in Section 4 of this tariff are not Contributory Services.

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.2 Discount Application, (cont'd.)

- (C)** During each month of the term, the Customer shall receive the discount associated with the Customer's contract Term and the Customer's selected MMC.
- (D)** Recipient Services are those services eligible to receive discounts to be applied to the service element's monthly base charges. These services are as follows:
 - (1)** Usage for Intrastate BellSouth® Dial Direct service, BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service, and BellSouth® Long Distance Calling Card service.
 - (2)** Intrastate BellSouth® Long Distance Private Line service monthly charges
- (E)** Charges for BellSouth® Dedicated Access service local circuits, taxes, and surcharges are not recipient services. Additionally, charges for services found in Section 4 of this tariff are not recipient services.

*** This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.**

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.2 Discount Application, (cont'd.)

Under BellSouth® Business Class Family of Services, the Customer commits to an MMC that must be attained during each Monthly Period of the contract Term (1, 2, 3, 4 or 5 years).

The MMC provides the Customer with the discount level to be applied each month regardless of the Customer's actual Monthly Revenue for that particular month, provided the Customer meets the MMC. If the Customer's actual Monthly Revenue in such month exceeds the MMC, the Customer receives the applicable discount from the Volume and Term Discount Table(s) that corresponds to the Customer's MMC. As stated in Section 9.2.1, when the Customer's total Monthly Revenue falls below the MMC during any Monthly Period of the term, the Customer shall pay the MMC at the end of that month and receive the contracted Volume and Term discount for such MMC. There are no MMCs and no discounts for Customers selecting a month-to-month agreement.

Volume and Term discounts will be applied to each Recipient Service according to the appropriate Volume and Term Discount Tables applicable to the particular Recipient Service and the Customer's MMC.

Volume and Term discounts depend on the Customer's selected contract term (1, 2, 3, 4 or 5 years) and the Customer's MMC. Volume and Term discounts do not apply to Customers selecting a month-to-month contract.

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.3 Volume and Term Discount Tables

(A) Intrastate Dial Direct, Toll-Free, Voice VPN, and Calling Card Services: All Access Types

Minimum Monthly Revenue Commitment	Contract Term				
	1-Year	2-Year	3-Year	4-Year	5-Year
	Discount Percentage (%)				
\$100	3%	6%	10%	10%	10%
\$250	3%	6%	10%	10%	10%
\$500	3%	6%	10%	10%	10%
\$1,000	3%	6%	10%	10%	10%
\$2,000	3%	6%	10%	10%	10%
\$3,000	3%	6%	10%	10%	10%
\$4,000	3%	6%	10%	10%	10%
\$5,000	3%	6%	10%	10%	10%
\$7,000	3%	6%	10%	10%	10%
\$10,000	3%	6%	10%	10%	10%
\$15,000	3%	6%	10%	10%	10%
\$20,000	3%	6%	10%	10%	10%
\$25,000	3%	6%	10%	10%	10%
\$35,000	3%	6%	10%	10%	10%

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.3 Volume and Term Discount Tables, (cont'd.)

(B) Intrastate Private Line Service: All Bandwidths

Minimum Monthly Revenue Commitment	Contract Term				
	1-Year	2-Year	3-Year	4-Year	5-Year
	Discount Percentage (%)				
\$100	3%	5%	6%	6%	6%
\$250	3%	5%	6%	6%	6%
\$500	3%	5%	6%	6%	6%
\$1,000	7%	10%	11%	11%	11%
\$2,000	7%	10%	11%	11%	11%
\$3,000	7%	10%	11%	11%	11%
\$4,000	9%	11%	12%	12%	12%
\$5,000	9%	11%	12%	12%	12%
\$6,000	9%	11%	12%	12%	12%
\$7,000	10%	11%	12%	12%	12%
\$8,000	10%	11%	12%	12%	12%
\$9,000	10%	11%	12%	12%	12%
\$10,000	11%	12%	13%	13%	13%
\$12,500	11%	12%	13%	13%	13%
\$15,000	13%	14%	15%	15%	15%
\$17,500	13%	14%	15%	15%	15%
\$20,000	14%	15%	16%	16%	16%
\$22,500	14%	15%	16%	16%	16%
\$25,000	15%	16%	17%	17%	17%
\$35,000	16%	17%	18%	18%	18%

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.4 90-Day Customer Satisfaction Guarantee

The Company offers a "90-Day Customer Satisfaction Guarantee" to Customers who subscribe to the BellSouth® Business Class Family of Services. This guarantee applies to all BellSouth® Business Class Family of Services ("Eligible Services") and expires ninety-one (91) days after the installation and Availability of Service date of all network components required to fulfill the Customer's initial order for Eligible Services.

The 90-Day Customer Satisfaction Guarantee allows the Customer to terminate Eligible Services, without any termination liability, during the first ninety-day period following installation and the Availability of Service date for all Eligible Services in the Customer's initial order for Eligible Services if, at any time during this ninety-day period, the Customer is not completely satisfied with the service or network performance. Additionally, in the event the Customer invokes this 90-Day Customer Satisfaction Guarantee, the Company will issue a credit to the Customer for any related domestic BellSouth® Dedicated Access service purchased from the Company in an amount equal to the applicable installation charges incurred by the Customer but not exceeding the equivalent of ninety-six (96) DS-0 or four (4) DS-1 local channels.

The 90-Day Customer Satisfaction Guarantee is limited to the Eligible Services only and does not apply to any other services offered by the Company or any of its affiliates, and does not apply to Customers Premises Equipment (CPE) connected to any of the BellSouth® Business Class Family of Services.

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.4 90-Day Customer Satisfaction Guarantee, (cont'd.)

This guarantee does not relieve the Customer from any other obligations to the Company, including but not limited to charges for services not part of the BellSouth® Business Class Family of Services, installation charges for Eligible Services other than for BellSouth® Dedicated Access service local channels, installation charges for BellSouth® Dedicated Access service local channels exceeding the equivalent of ninety-six (96) DS-0 or four (4) DS-1 local channels, usage and/or "per-minute" charges for Eligible voice Services, applicable monthly charges for Eligible Services incurred up to the date such services are terminated, or charges associated with other BellSouth® Business Class Family of Services ordered subsequent to the Customer's initial order.

All of the following conditions must be met in order for the Customer to be eligible to receive the 90-Day Customer Satisfaction Guarantee:

- (A) The Customer must be a new Customer. For purposes of eligibility to receive the 90-Day Customer Satisfaction Guarantee, a new Customer is defined as a Customer that has not received any service from the Company in the twelve (12) month period preceding the execution of the current BellSouth® Business Class Family of Services agreement.
- (B) The Eligible Services are not provided as part of a Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.
- (C) The Customer must be in good credit standing (i.e., not more than 60 days past due on any Company invoice).
- (D) All services in the Services Agreement must have been made available and ready for use by the Company and accepted by the Customer as of the Availability of Service date.

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.4 90-Day Customer Satisfaction Guarantee, (cont'd.)

In Order to invoke this guarantee, the Customer must notify the Company in writing, via U.S. Mail or e-mail, stating in detail the reason for the Customer's dissatisfaction with the network performance of the Eligible Services. The Company will have fifteen (15) days from the Company's receipt of such notice to resolve the network performance issues raised by the Customer. If, at the end of this 15-day period, the Company has failed to resolve the Customer's concerns, the Company will release the Customer from any Term obligations associated with the Customer's contract for Eligible Services. Correspondence regarding issues of levels of service or network performance and this 90-Day Customer Satisfaction Guarantee should be directed to:

Via U.S. Mail to:

BellSouth Long Distance, Inc.
Attn: Customer Care Manager
10201 Centurion Parkway North
Suite 400
Jacksonville, Florida 32256

Or via Email to: service.care@bellsouth.com

The 90-Day Customer Satisfaction Guarantee does not apply when the deteriorated service levels or lack of network performance are caused by the Customer (e.g., problems caused by the Customer's re-grooming of Customer's internal network components, or by CPE connected to the Company's services, etc.) or caused by a force majeure event beyond the Company's control, including but not limited to acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, acts of terrorism, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, or any national emergency.

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.5 Preferred Interexchange Carrier

For purposes of this section, if stated in the BellSouth® Business Class Family of Services Agreement, the Customer will award the Company at least 98% (or such other amount as may be specified in its BellSouth® Business Class Family of Services Agreement) of its and its affiliated entities' Interexchange telecommunications services of the type(s) included under the BellSouth® Business Class Family of Services Agreement and such additional Services as may be specified in the BellSouth® Business Class Family of Services Agreement during each billing month of the Term. Affiliated entities include all of the Customer's majority owned subsidiaries, parent companies for which the Customer purchases or influences the purchases of telecommunications services, and other entities under the control of or common control of the Customer and for which the Customer either purchases, controls or directs the purchases of telecommunications services. Affiliated entities include all such entities acquired after the date of Customer's BellSouth® Business Class Family of Services Agreement. The Customer's total volume of telecommunications services will not include (for purposes of this calculation) any binding commitments that any affiliated entity may have with another Interexchange Carrier on the effective date of the Customer's BellSouth® Business Class Family of Services Agreement or the date of its acquisition, as the case may be, service that is routed to another carrier during the period of any Service outage, and any other service usage expressly excluded under the Customer's BellSouth® Business Class Family of Services Agreement. The amount of any such commitments will be deducted from the Customer's total amount of telecommunications services when measuring the Customer's compliance with this provision. Upon Company request, Customers designating the Company as their Preferred Interexchange Carrier must provide copies of all Interexchange Carrier invoices and reports for telecommunications services purchased during the preceding six months in order to permit the Company to audit the Customer compliance. If the Customer fails to comply with this requirement, after written notice from the Company, the Customer will not receive any discounts, concessions, waivers or credits under its BellSouth® Business Class Family of Services Agreement and all charges to the Customer for Services under the BellSouth® Business Class Family of Services Agreement will be based upon base service schedule rates and standard schedule discounts.

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9.3 BellSouth® Free Month Contract Extension

Customers, who previously signed a BellSouth® Business Class Family of Services (BBCFS) agreement of less than three years and whom have signed or are signing concurrently with this plan, a one-year or longer Term extension of Customer's Services Agreement using the BBCFS Volume/Term Form will receive a one time credit in an amount equal to the Customer's monthly recurring and usage charges for Eligible Services for one complete billing cycle. To be eligible for this Plan, the Customer must extend the Term of the Services Agreement at least one year using the BBCFS Volume/Term Form, acknowledging enrollment in this Plan. This Plan shall only apply to eligible Services ordered under the Services Agreement and which are installed and activated as of the effective date of the BBCFS Volume/Term Form.

9.3.1 The Free Month will be applied as follows:

- (A)** Customers with an original Term of one year, as defined in the original Services Agreement, and that are extending their contract at least one year using the Amendment will receive a Free Month applied to, and calculated based on, the thirteenth billing cycle (bill 13) from the original Services Agreement commencement date.
- (B)** Customers with an original Term of two years, as defined in the original Services Agreement, and that are extending their contract at least one year using the Amendment will receive a Free Month applied to, and calculated based on, the twenty-fifth billing cycle (bill 25) from the original Services Agreement commencement date.
- (C)** Customers with an original Term of three years, as defined in the original Services Agreement, and that are extending their contract at least one year using the Amendment will receive a Free Month applied to, and calculated based on, the thirty-seventh billing cycle (bill 37) from the original Services Agreement commencement date.

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES *, (CONT'D.)

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9.3 BellSouth® Free Month Contract Extension, (Cont'd.)

9.3.2 This service is offered under the following terms and conditions:

- (A)** The monthly credit amount will be capped at the greater of \$2,000 or 150% of the Customer's Minimum Monthly Commitment ("MMC") as defined in the Services Agreement as amended.
- (B)** The free month of service include the waiver of all BellSouth Long Distance Monthly Recurring Charges and usage charges, including loop charges, for the following: BellSouth® Dial Direct Service, BellSouth® Toll-Free Service, BellSouth® Long Distance Voice VPN, BellSouth® Long Distance Calling Card, BellSouth® Long Distance Dedicated Access Service, BellSouth® Long Distance Private Line Service, BellSouth® Long Distance ATM Service and BellSouth® Long Distance Frame Relay Service.
- (C)** Free month does NOT include the following:
 - (1)** International Data Services (ATM, Frame Relay or Private Line)
 - (2)** BellSouth® Conference Services
 - (3)** Any Local, County, State and Federal Taxes
 - (4)** Any other Charges and Fees - including USF, PICC, Operator Services, Payphone Surcharges, Directory Assistance and all special billing delivery charges.
- (D)** This service offering will terminate simultaneously with the expiration of the Customer's Amended BellSouth® Business Class Family of Services Agreement.

*** This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.**

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SECTION 10.0 - SUPPLEMENTAL CHARGES*

(T)

10.1 Service Expedites

10.1.1 General

The Company will accept orders requiring expedited installation intervals for review in the attempt to satisfy a Customer's request. A service order (non-recurring) Expedite Charge will be applied to each accelerated installation approved by the Company and accepted by the Customer.

The Expedite Charge will be determined based upon the actual date of service delivery in relation to the standard provisioning interval. Due to resource allocation costs and charges incurred during the accelerated provisioning process, a minimum Expedite Charge may be assessed for service deliveries that occur outside the target interval. While the Company will make every effort to provide the requested accelerated service installation, the Company makes no guarantees that the request will be approved, or that any approved expedited installation intervals will be met.

The Expedite Charge consists of two elements: (i) a flat amount which is applied when an expedite request is processed and (ii) an amount based on the number of days that the service is delivered to the Customer prior to the Standard Service Interval (SSI). The first element of the Expedite Charge always applies for processing the Customer's request, regardless of whether or not there is an improvement over the SSI.

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SECTION 10.0 - SUPPLEMENTAL CHARGES *, (CONT'D.)

(T)

10.1 Service Expedites

10.1.2 Service Intervals

All SSI intervals are given after receipt of order (ARO) by the Company. Receipt of order is defined as the point in time at which a "clean" (complete) sales order package is transferred from the Company's Sales Order Verification Group to Order Entry for processing. The Sales Order Verification Team will notify the Customer's Account Team regarding incomplete orders, at which time, the Account Team may provide the required information or the package may be returned for additional documentation.

On-Net Facility SSI 30 days ARO for DS-0 Analog, DDS and DS-1 circuits.

Off-Net Facility SSI: 45 days ARO for DS-0 Analog, DDS and DS-1 circuits.

There are no SSIs for DS-3 or OC-n circuits. Intervals for DS-3 and OC-n circuits will be determined on an Individual Case Basis.

For purposes of this Section, On-Net Facilities are defined as the physical media, including switches, circuits and/or ports that are provided (whether leased or owned) by the Company or an affiliate of the Company. On-Net Facilities do not include local access circuits or tail circuits provided by another carrier or local access provider. Off-Net facilities are those local access circuits or tail circuits provided by another carrier or local access provider.

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SECTION 10.0 - SUPPLEMENTAL CHARGES *, (CONT'D.)

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10.1 Service Expedites, (Cont'd.)

10.1.3 Rates

The expedite charges indicated below will be applied for each DS-1 and below bandwidth Dedicated Access service channel in a Private Line service order. The total charges for these expedites (DS-1 and below bandwidth) will not exceed \$1,250.00.

	Nonrecurring Charge
Per Request	\$250.00
Per day improvement over SSI	\$200.00

Expedite charges for DS-3 and above Dedicated Access service channels will be handled on an Individual Case Basis.

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SECTION 10.0 - SUPPLEMENTAL CHARGES *, (CONT'D.)

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10.2 Service Cancellations

If the Customer, either on behalf of itself or an Authorized User or End User, orders a BellSouth® Dedicated Access service channel or BellSouth® Long Distance Private Line service from the Company and later cancels the order before service begins, a charge shall be made to the Customer for such cancellation.

These cancellation charges vary based upon the facility bandwidth ordered and/or whether an Access Service Request (ASR) has been issued by the Company. A Pre-ASR Charge will be applied when the Customer requests a service cancellation prior to the Company issuing the ASR. A Post-ASR Charge applies when the Company receives the cancellation request after issuance of the ASR for the particular facility.

The cancellation charges indicated below will be applied for each Dedicated Access service channel and/or each circuit in a Private Line service order.

10.2.1 Rates

	Nonrecurring Charge
Pre-ASR Cancellation Charges:	
Per DS-0 and DDS Type Channels or Circuits	\$200.00
Per DS-1 Type Channels or Circuits	\$350.00
Per DS-3 Type Channels or Circuits	\$1,260.00
Post-ASR Cancellation Charges:	
Per DS-0 and DDS Type Channels or Circuits	\$500.00
Per DS-1 Type Channels or Circuits	\$950.00
Per DS-3 Type Channels or Circuits	\$2,450.00

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SECTION 11.0 – CONTRACTS FOR SERVICE*

(T)

11.1 General

Services may be offered by the Company on a contractual basis under one of the following arrangements:

- (A) **Term Plans** - Tariffed services provided by the Company may be offered under contract at discounted rates to Customers who agree to use the Company's services for specific time periods or meet other service specific criteria designated by the Company. Plan availability, qualifications, and rates for services offered with Term Plans are specified on a per service basis as described in the applicable tariff section for the individual service or package of services. Rules and regulations associated with each Term Plan are listed in this section of the tariff. Unless otherwise specified, services furnished under a Term Plan are subject to all general rules and regulations applicable to the provision of service by the Company as stated elsewhere in this tariff.
- (B) **Customized Pricing Arrangements (CPA)** - Under appropriate circumstances, the Company may enter into Customer-specific CPAs furnished in lieu of existing tariff offerings to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each CPA shall be negotiated on an individual case basis (ICB) and be mutually agreed upon between the Customer and Company. CPAs may include discounts off of rates contained in this tariff, waivers of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the CPA may be based partially or completely on a term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

* This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

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SECTION 11.0 - CONTRACTS FOR SERVICE * (CONT'D.)

(T)

11.2 Contract Dispute Resolution (Term Plans and CPAs)

11.2.1 Parties

Once negotiation, mediation or arbitration has commenced, the Customer and the Company will be considered the "Parties" to the dispute resolution procedures described in this section of the tariff.

11.2.2 Mediation

The Parties agree to use good faith efforts to resolve any dispute promptly and fairly. If the Parties are unable to resolve a dispute by negotiation, both Parties agree to submit it to mediation conducted by a mutually selected mediator or, at the option of either Party, by the Center for Public Resources (CPR). The Parties, their representatives, other participants and the mediator shall hold the existence, content and result of the mediation in confidence.

11.2.3 Arbitration

If a dispute submitted to mediation is not successfully resolved, it shall be subject to binding arbitration under the then-current rules and supervision of the CPR. The Federal Arbitration Act, 9 U.S.C. Section 1 to 16, not state law, will govern the arbitrability of all claims. A single arbitrator who is knowledgeable in business information, commercial matters or the telecommunications field, as applicable, will conduct the arbitration. The arbitrator's decision and award will be final and binding, and either Party may enter it in any court with jurisdiction. The arbitrator will not have authority to award punitive or other non-compensatory damages to either Party. The arbitration will be held in Atlanta. Each Party will bear its own attorney's fees and related costs associated with the arbitration. The Parties will pay all other costs and expenses of the arbitration as the rules of the CPR provide. The Parties, their representatives, other participants and the arbitrator shall hold the existence, content and result of the arbitration in confidence except that the prevailing Party shall have the right to enter the arbitration award in a court of competent jurisdiction if such entry is necessary to enforce the terms of the award.

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SECTION 11.0 - CONTRACTS FOR SERVICE * (CONT'D.)

(T)

11.2 Contract Dispute Resolution (Term Plans and CPAs), (Cont'd.)

11.2.4 Court Proceedings

Except as permitted in this Section, neither Party may bring a case in court in connection with a dispute. If a Party disregards this restriction, files a court case and fails to dismiss it promptly upon being notified of this provision, that Party will pay the other Party's costs and expenses, including attorney's fees, incurred after the notice in defending the court case. Each Party retains the right to obtain an injunction in court to prevent the other Party's misuse of its intellectual property or Confidential Information.

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SECTION 11.0 - CONTRACTS FOR SERVICE * (CONT'D.)

(T)

11.3 Term Plans

11.3.1 General

The regulations specified herein are applicable to all services offered under Term Plans as indicated in each service's respective subsection of this tariff.

When the Customer orders service to be provided under a Term Plan, the Customer must designate to the Company the payment option and/or service period desired. Available payment options and service periods for each service offered under a Term Plan are described in that service's specific tariff section.

11.3.2 Application of Rates and Charges

When Customers renew or change the length of their payment option or service period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the period(s).

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(T)

11.3 Term Plans, (Cont'd.)

11.3.3 Termination Liability Charge

In the event that all or any part of a service is disconnected at the Customer's request prior to expiration of any selected payment period of greater than one month's duration, the Customer will be required to pay a Termination Liability Charge unless specifically stated otherwise in that service's and/or service package's tariff section.

The Termination Liability Charge is determined as described in the applicable tariff section for the specific service, service package and/or Term Plan.

The tariff provisions concerning termination liability for recurring charges only shall not be applicable to any state, county, or municipal governmental entity when there is in effect as a result of action by such entity and through a duly constituted legislative, administrative, or executive body: a statute; an ordinance; a policy directive; or a constitutional provision 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.

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SECTION 11.0 - CONTRACTS FOR SERVICE * (CONT'D.)

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11.3 Term Plans, (Cont'd.)

11.3.4 Additions to Services

- (A)** Additions of services or rate elements for a service under a Term Plan must be under the same Term Plan arrangement at rates and charges as specified in Section 11.3.2.
- (B)** Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects in Section 11.3.5.
- (C)** Installation and any other nonrecurring charges, as specified in this tariff, will apply to the added services.

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SECTION 11.0 - CONTRACTS FOR SERVICE * (CONT'D.)

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11.3 Term Plans, (Cont'd.)

11.3.5 Disconnect of Services

- (A) When a service or rate element, included under a Term Plan arrangement, is disconnected prior to expiration of the selected service period, Termination Liability Charges may apply as set forth in Section 11.3.3. Remaining services or rate elements will not be affected by such disconnections.
- (B) When a tariffed service under a Term Plan arrangement is disconnected prior to the expiration of a selected service period as a result of a Customer requested change of a service which is specifically allowed without Termination Liability Charge as set forth in that service's tariff, Termination Liability Charges will not apply when the completed service period is at least the minimum period allowable under the specific service's Payment Option (as defined in the service's specific tariff section).

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SECTION 11.0 - CONTRACTS FOR SERVICE * (CONT'D.)

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11.3 Term Plans, (Cont'd.)

11.3.6 Requests for Changes in Length of Optional Payment Period

Subsequent to the establishment of a contract with a Term Plan period, and prior to the completion of that period, the existing payment period may be replaced by:

- (A) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new Term Plan arrangement effective date.
 - (3) No termination charge applies for the remaining portion of the former payment period.
 - (4) Nonrecurring charges will not be reapplied.
- (B) A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new Term Plan arrangement effective date.
 - (3) A Termination Liability Charge applies for the remaining portion of the former payment period.
 - (4) Nonrecurring charges will not be reapplied.

* This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

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SECTION 11.0 - CONTRACTS FOR SERVICE * (CONT'D.)

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11.3 Term Plans, (Cont'd.)

11.3.7 Renewal Options

- (A) The Customer may renew a Term Plan according to one of the following renewal options:
- (1) **Renewal Option 1** - Prior to completion of the current payment period, an additional payment period available under the Term Plan arrangement may be selected at the rates in effect for new Customers at the time of the renewal. The Customer will be charged at the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
 - (2) **Renewal Option 2** - If the Customer does not elect an additional payment period or does not request discontinuance of service at least 30 days prior to the expiration of the current Term, service will be continued on a month-to-month basis at the current rate for the one-month payment period (base rate), unless otherwise specified in this Tariff. The Customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one-month service will be subject to Company-initiated rate adjustments when approved by the Commission.
- (B) Non-Recurring charges are not applicable for rate elements renewed under a Term Plan. Any new rate element added at the time of renewal will be subject to all appropriate non-recurring charges.
- (C) The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.
- (D) When a Customer renews a Term Plan arrangement, the rates and charges in effect on the first day of service of the renewal will apply.

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SECTION 11.0 - CONTRACTS FOR SERVICE * (CONT'D.)

(T)

11.3 Term Plans, (Cont'd.)

11.3.8 Transfer of Service

Service may be transferred to a new Customer at the same location upon prior written concurrence by the new Customer as specified in this tariff. This does not constitute a disconnect of service or a discontinuance of an existing Term Plan arrangement. The new Customer will be subject to all provisions and equipment configurations currently in effect for the previous Customer. Regulations concerning transfer of service between subscribers are stated in other sections of this tariff.

* This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

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SECTION 11.0 - CONTRACTS FOR SERVICE * (CONT'D.)

(T)

11.3 Term Plans, (Cont'd.)

11.3.9 Moves of Service(s)

Payment options and service periods will not be affected nor will Termination Liability Charges apply when a Customer requests a move of service under a Term Plan from one location to another location subject to the following:

- (A) The original and new premises locations must be in a Company serving area 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 Term Plans.
- (D) Orders to disconnect the existing service and re-establish it at the new location must be related.
- (E) Any rate elements from the original location that are not re-established at the new location will be subject to applicable Termination Liability Charges.
- (F) All regulations and charges for changes made to the service coincident to that move shall apply.
- (G) All appropriate nonrecurring charges for moves of service as specified in the appropriate tariff section for the individual service and/or service package Term Plan.

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SECTION 11.0 - CONTRACTS FOR SERVICE * (CONT'D.)

(T)

11.4 Payments

All amounts for Services billed under a Term Plan agreement or Customized Pricing Arrangement agreement and stated in each monthly invoice will be due and payable by the Customer in accordance with Section 2.7 of this tariff. The cost of Services is exclusive of any applicable sales, use, excise and like taxes, which will be separately stated and included on each monthly invoice.

If the Customer fails to pay for services in accordance with this section, the Customer will not receive any discounts, concessions, waivers or credits stated in the applicable agreement. In the event that a Customer, in good faith, disputes the Company's computation of amounts due and owing within all applicable legal periods of limitation, the Customer may withhold payment of disputed amounts. The Customer must pay all charges that are not in dispute in accordance with the payment terms set forth in this entire Section. An amount will not be considered "in dispute" until the Customer has provided the Company with written documentation explaining the disputed amount. The Customer must cooperate with the Company to resolve any dispute expeditiously.

Contract disputes shall be resolved in accordance with this Section. All disputed amounts are payable immediately upon the Company's written denial of the dispute. Disputed amounts not paid by the Customer shall accrue interest and late payment charges in accordance with Section 2.7 if the Company is the prevailing party in the contract dispute. Conversely, if the Customer is the prevailing party in a billing dispute and the Company has received payments of disputed amounts, the Company will reimburse the Customer such disputed amounts plus accrued interest calculated at the interest rate stated in Section 2.7.

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SECTION 11.0 - CONTRACTS FOR SERVICE * (CONT'D.)

(T)

11.5 Deposits, Advance Payments and Right to Refuse Service

The Company reserves the right to require new or additional deposits and/or advance payments, as described in Section 2.8 and 2.9 of this tariff, respectively. This right extends beyond the date the agreement is executed by both parties if the Company has not determined the Customer's credit worthiness prior to such date, or to any time during the contract term if the Customer's credit standing changes subsequent to the Company's initial credit investigation.

Furthermore, the Company reserves the right to refuse new service or to make additions to existing service if the Company determines after contract execution that the Customer's credit worthiness is not acceptable to the Company and the Customer is unable to make the required deposits and/or advanced payments.

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SECTION 12.0 - CUSTOMIZED PRICING ARRANGEMENTS, (CONT'D.)

12.2 Definitions, (Cont'd.)

Shortfall Liability: The amount by which the Customer "falls short of" or fails to meet a Minimum Service Commitment.

Standard Schedule Discounts: Standard schedule discounts are the standard volume and term discounts in the discount tables for Integrated Service Packages in Section 9 of this tariff for plan discounts available for BellSouth® Dedicated Access service in Section 8 of this tariff, excluding all promotions, targeted calling options, promotional discounts, and any other temporary promotional-type offerings described in this tariff.

Term: The Term of a CPA includes, as applicable, the Initial Term, any Renewal Terms exercised and any additional ramp up and/or transition period permitted under a Customer's CPA. If no ramp up period, Renewal Term or transition period is permitted or elected under the CPA, the Initial Term and Term are the same and may be used interchangeably. If no other Term is specified, then the Term will be coterminous with any Term plan or other standard schedule term agreement referenced in the CPA. If no Term is specified and no standard schedule term plan applies, then the Term will be month-to-month and either party may terminate the CPA on 30 days' written notice. Upon the expiration or other termination of the Term of a CPA, the Company will provide Services to the Customer on a month-to-month basis at the same rates, terms and conditions of the CPA that were in effect at the end of the Term of such CPA unless either the Customer or the Company provides written notice to the other party of its intent not to renew a CPA at least thirty (30) days prior to the expiration of the Initial Term or subsequent Renewal Terms.

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BellSouth Long Distance, Inc.

EXHIBIT C

Description of Tariff Change

The purpose of this filing is to grandfather several products.