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April 1, 2008  
**Filed Electronically**

Ms. Renee Jenkins, Commission Secretary  
Public Utilities Commission of Ohio  
180 East Broad Street, 13<sup>th</sup> Floor  
Columbus, OH 43215-3793

RE: Interexchange Tariff for BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service

Dear Ms. Jenkins:

Enclosed for filing please find the original of the replacement Interexchange tariff and detariffing package submitted on behalf of BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service. The Company respectfully requests an effective date of April 1, 2008.

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.

If you have any questions regarding the enclosed material, please contact me at (407) 740-8575 or by email at [tforte@tminc.com](mailto:tforte@tminc.com). Thank you for your assistance in this matter.

Sincerely,

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

TMF/mew  
Enclosure

file: BellSouth - SC  
tms: OHi0801  
proj.: 4897-440

*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS APPLICATION FORM for**  
**DETARIFFING AND RELATED ACTIONS**

**Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD**  
(Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of ) TRF Docket 90 - TP - TRF  
BellSouth Long Distance, Inc. dba AT&T Long Distance Service ) Case No. 08 - 377 TP - ATA  
To Detariff Certain Tier 2 Services and make other changes ) NOTE: Unless you have reserved a Case No. leave the "Case No"  
related to the Implementation of Case No. 06-1345-TP-ORD ) fields BLANK

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, Georgia 30319-6004  
Company Web Address www.bellsouth.com/longdistance  
Regulatory Contact Person(s) Thomas M. Forte, Consultant Phone 407-740-3001 Fax 407-740-0613  
Regulatory Contact Person's Email Address tforte@tminc.com  
Contact Person for Annual Report Thomas M. Forte, Consultant Phone 407-740-3001 Fax 407-740-0613  
Address (if different from above) 2600 Maitland Center Pkwy., Suite 300, Maitland, FL 32751  
Consumer Contact Information Linda Dixon Phone 404-829-8460  
Address (if different from above) 2180 Lake Boulevard NE, Suite/Floor 5C48, Atlanta, Georgia 30319-6004

**Part I – Tariffs**

**Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.**

*NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.*

Carrier Type	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Part II – Exhibits**

**Note that the following exhibits are required for all filings using this form.**

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"> <li>citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or</li> <li>copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).</li> </ul>
<input checked="" type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B) , including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

**Part III. – Attestation**

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

**AFFIDAVIT**

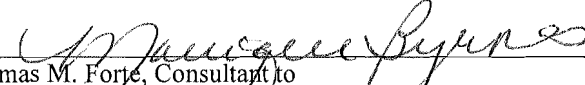
***Compliance with Commission Rules and Service Standards***

I, Thomas M. Forte, am an officer/agent 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) Pursuant to Chapter 4901:1-5 OAC 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 (Date) April 1, 2008 at 2600 Maitland Center Parkway, Suite 300, Maitland, Florida 32751

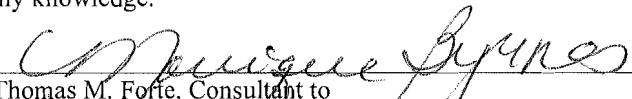
*for*   
Thomas M. Forte, Consultant to  
BellSouth Long Distance, Inc., d/b/a AT&T Long Distance Service

(Date) April 1, 2008

- *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 Service d/b/a AT&T Long Distance Service verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission 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.

*for*   
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.

(Date) April 1, 2008

***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  
180 East Broad Street, Columbus, OH 43215-3793**

***Or***

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

BELLSOUTH LONG DISTANCE, INC.  
D/B/A  
AT&T LONG DISTANCE SERVICE

**EXHIBIT A**  
**EXISTING AFFECTED TARIFF PAGES**

**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 28, 2008

P.U.C.O. Tariff No. 5  
3<sup>rd</sup> Revised Page 2  
Cancels 2<sup>nd</sup> Revised Page 2  
Case No. 08-\_\_\_\_-TP-TRF  
Effective: January 29, 2008

### 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	3 <sup>rd</sup> Rev.	*	27	Original		52	Original
3	2 <sup>nd</sup> Rev.		28	Original		53	Original
4	3 <sup>rd</sup> Rev.	*	29	Original		54	Original
5	Original		30	Original		55	Original
6	1 <sup>st</sup> Rev.	*	31	Original		56	Original
7	1 <sup>st</sup> Rev.	*	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	1 <sup>st</sup> Rev. *
15	Original		40	Original		65	1 <sup>st</sup> Rev. *
16	Original		41	Original		66	1 <sup>st</sup> Rev. *
17	Original		42	Original		67	1 <sup>st</sup> Rev. *
18	Original		43	Original		68	1 <sup>st</sup> Rev. *
19	Original		44	Original		69	1 <sup>st</sup> Rev. *
20	Original		45	Original		70	1 <sup>st</sup> Rev. *
21	Original		46	Original		71	1 <sup>st</sup> Rev. *
22	Original		47	Original		72	1 <sup>st</sup> Rev.
23	Original		48	Original		73	1 <sup>st</sup> Rev.
24	Original		49	Original		74	1 <sup>st</sup> Rev.
25	Original		50	Original		75	1 <sup>st</sup> Rev.

\* - 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: September 21, 2007

P.U.C.O. Tariff No. 5  
2<sup>nd</sup> Revised Page 3  
Cancels 1<sup>st</sup> Revised Page 3

Case No. 07-1047-TP-ZTA  
Effective: September 22, 2007

**CHECK SHEET, (CONT'D.)**

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION	
76	1 <sup>st</sup> Rev.	102	1 <sup>st</sup> Rev.	127	1 <sup>st</sup> Rev.	
77	1 <sup>st</sup> Rev.	103	1 <sup>st</sup> Rev.	127.1	Original	*
78	1 <sup>st</sup> Rev.	104	1 <sup>st</sup> Rev.	128	1 <sup>st</sup> Rev.	
79	1 <sup>st</sup> Rev.	105	1 <sup>st</sup> Rev.	129	1 <sup>st</sup> Rev.	
80	1 <sup>st</sup> Rev.	106	1 <sup>st</sup> Rev.	130	1 <sup>st</sup> Rev.	
81	1 <sup>st</sup> Rev.	107	1 <sup>st</sup> Rev.	131	1 <sup>st</sup> Rev.	
82	1 <sup>st</sup> Rev.	108	1 <sup>st</sup> Rev.	132	1 <sup>st</sup> Rev.	
83	1 <sup>st</sup> Rev.	109	1 <sup>st</sup> Rev.	133	1 <sup>st</sup> Rev.	
84	1 <sup>st</sup> Rev.	110	1 <sup>st</sup> Rev.	134	1 <sup>st</sup> Rev.	
85	1 <sup>st</sup> Rev.	111	1 <sup>st</sup> Rev.	135	1 <sup>st</sup> Rev.	
86	1 <sup>st</sup> Rev.	112	1 <sup>st</sup> Rev.	136	1 <sup>st</sup> Rev.	
87	1 <sup>st</sup> Rev.	113	1 <sup>st</sup> Rev.	137	1 <sup>st</sup> Rev.	
88	1 <sup>st</sup> Rev.	114	1 <sup>st</sup> Rev.	138	1 <sup>st</sup> Rev.	
89	1 <sup>st</sup> Rev.	115	1 <sup>st</sup> Rev.	139	1 <sup>st</sup> Rev.	
90	1 <sup>st</sup> Rev.	116	1 <sup>st</sup> Rev.	140	1 <sup>st</sup> Rev.	
91	1 <sup>st</sup> Rev.	117	1 <sup>st</sup> Rev.	141	1 <sup>st</sup> Rev.	
92	1 <sup>st</sup> Rev.	118	1 <sup>st</sup> Rev.	142	1 <sup>st</sup> Rev.	
93	1 <sup>st</sup> Rev.	119	1 <sup>st</sup> Rev.	143	1 <sup>st</sup> Rev.	
94	1 <sup>st</sup> Rev.	120	1 <sup>st</sup> Rev.	144	1 <sup>st</sup> Rev.	
95	1 <sup>st</sup> Rev.	121	1 <sup>st</sup> Rev.	145	1 <sup>st</sup> Rev.	
96	1 <sup>st</sup> Rev.	122	1 <sup>st</sup> Rev.	146	1 <sup>st</sup> Rev.	
97	1 <sup>st</sup> Rev.	123	2 <sup>nd</sup> Rev.	147	1 <sup>st</sup> Rev.	
98	1 <sup>st</sup> Rev.	123.1	Original	148	1 <sup>st</sup> Rev.	
99	1 <sup>st</sup> Rev.	124	1 <sup>st</sup> Rev.	149	1 <sup>st</sup> Rev.	
100	1 <sup>st</sup> Rev.	125	1 <sup>st</sup> Rev.	150	1 <sup>st</sup> Rev.	
101	1 <sup>st</sup> Rev.	126	1 <sup>st</sup> Rev.			

\* - 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 28, 2008

P.U.C.O. Tariff No. 5  
3<sup>rd</sup> Revised Page 4  
Cancels 2<sup>nd</sup> Revised Page 4  
Case No. 08-\_\_\_\_-TP-TRF  
Effective: January 29, 2008

**CHECK SHEET, (CONT'D.)**

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151	1 <sup>st</sup> Rev.	173	Original	195	Original	
152	1 <sup>st</sup> Rev.	174	Original	196	Original	
153	1 <sup>st</sup> Rev.	175	Original	197	Original	
154	1 <sup>st</sup> Rev.	176	Original	198	Original	
155	1 <sup>st</sup> Rev.	177	Original	199	Original	
156	Original	178	Original	200	Original	
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167	Original	189	Original	212	Original	
168	Original	190	Original	213	1 <sup>st</sup> Rev.	*
169	Original	191	Original	214	1 <sup>st</sup> Rev.	*
170	Original	192	Original	215	1 <sup>st</sup> Rev.	*
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**(D)**

## **TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are seven of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1(A)
  - 2.1.1(A)(1)
  - 2.1.1(A)(1)(a)
  - 2.1.1(A)(1)(a)(1)
- D. Check Sheets** - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

### **EXPLANATION OF SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (D)** - To signify a discontinued rate or regulation.
- (I)** - To signify an increase in rate or charge.
- (M)** - To signify material relocated from one page to another without change.
- (N)** - To signify a new rate or regulation.
- (R)** - To signify a reduced rate or charge.
- (T)** - To signify a change or regulation but no change in rate or charge.

## **SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS**

**Access Line** - A facility arrangement which connects the Customer's or Authorized User's location to the Company's network switching center.

**ACF** - Access Coordination Fee.

**Additional Period** - Rate element used to bill chargeable time when a call continues beyond the Initial Period. The Additional Period starts when the Initial Period ends. Additional Period rates apply to any fraction of the time period for chargeable time beyond the Initial Period. Additional Periods vary by rate schedule and are specified in each individual rate table contained in later sections of this tariff.

**Advanced Intelligent Network** - An intelligent-network (IN) architecture that includes both IN/1+ and IN/2 concepts.

**AIN** - Advanced Intelligent Network.

**ANI** - A calling telephone number identification that is forwarded to an Interexchange Carrier by a LEC as a call is placed from a switched access line.

**ASR** - Access Service Request.

**Authorization Code** - A numerical code, one or more of which are available to Customers to enable them to access the Company's network, and which are used by the Company both to prevent unauthorized access to its facilities and to identify Customers for billing purposes.

**Authorized User** - A person, firm, corporation or other entity which is authorized by the Customer to use the Company's Service under the terms and regulations of this tariff.

## **SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)**

**BellSouth** - BellSouth Corporation and its affiliates.

**BellSouth Long Distance** - BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service.

**BellSouth Long Distance Interexchange Network** - The network located within those areas in the United States Mainland where the Company is legally permitted to provide services to the Customer and is comprised only of BellSouth Long Distance Interexchange facilities. The BellSouth Long Distance Interexchange Network shall include: (i) circuits secured by the Company to provide service from third party providers of Interexchange service and (ii) any Interexchange services obtained by the Company from other Interexchange Carriers and resold by the Company, but shall not include tail circuits or any Customer premises equipment or circuits or facilities provided by the Customer.

**Business Customer** - For the purposes of this tariff, a Business Customer is a Customer of the Company whose primary use of the Company's Service is for business purposes. A Business Customer is also a Customer who accesses the Company's Service using a presubscribed Access Line that has been assigned a business class of service by the local service provider.

**Calendar Month** - The period beginning at 12:00 midnight on the first day of a month and ending at 11:59 PM on the last day of that month.

**Calling Card** - A billing arrangement whereby the charges for a call may be billed to a Company-issued calling card. The terms and conditions of the Company apply to payment arrangements.

**Carrier** - BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service.

**Casual Calling** - Access to the Company's network and the subsequent use of Service by the Customer through the dialing of a toll-free number or access code in the format of 10XXX or 101XXXX, where the three (3) digits or the four (4) digits represented by the "X" are the unique Carrier Identification Code (CIC) assigned to the Company.

**COC** - Central Office Connection.

## **SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)**

**Collect Billing** - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

**Commercial Credit Card** - A billing arrangement whereby the originating caller may bill the charges for a call or service to an approved commercial credit card. The terms and conditions of the company issuing the credit card apply to payment arrangements.

**Commission** - The Public Utilities Commission of Ohio.

**Company** - BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service, unless otherwise indicated by the context.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff. In the case of Collect-only calling services, the called party is the Customer and is responsible for payment of charges. Customer also includes any natural person or legal entity 1) which resells the services of the Company to end users; or 2) places Casual Calls using the Company's service.

**Dedicated Access** - See Special Access.

**Dedicated Private Line** - See Private Line.

**Equal Access** - A form of dialed access provided by local exchange companies whereby telephone calls dialed by the Customer are automatically routed to the Company's network. Customers may also route calls to the Company's network by dialing an access code provided by the Company.

**Gbps** - Gigabits per second.

**Initial Period** - The Initial Period is the length of a call for minimum billing purposes. The Initial Periods vary by rate schedule and are specified in each individual rate table contained in other sections of this tariff.

**Interexchange Carrier** - Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in Interexchange communication.

**ICB** - Individual Case Basis.

**IXC** - Interexchange Carrier.

**Kbps** - Kilobits per second.

## **SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)**

**LATA** - A geographic area existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, or established by a Bell operating company after February 8, 1996, and approved by the FCC.

**LEC** - Local Exchange Carrier.

**LEC Calling Card** - A billing arrangement whereby the originating caller may bill the charges for a call to an approved Local Exchange Carrier-issued LEC Calling Card. The terms and conditions of the Local Exchange Carrier issuing the LEC Calling Card apply to payment arrangements.

**Mbps** - Megabits per second.

**Pay Telephone** - Telephone instruments provided by the Company, Customer or other third party for use by the transient general public. Pay Telephones permit the user to place calls to other parties and bill such calls on a non sent-paid or sent paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

**Person-to-Person** - A service whereby the person originating the call specifies through the Company's live or automated operator a particular party or extension to be reached. The party may be an individual person, a particular mobile station, or a particular station, room, department or office through a PBX attendant.

**Point of Presence (POP)** - Refers to a location where direct interconnection between the network of one carrier and the network of another carrier is possible.

**Preferred Travel Service** - A billing arrangement whereby the Customer has chosen the Company as their preferred carrier of choice and the charges for a call may be billed to a Company-issued travel card. The terms and conditions of this tariff apply to payment arrangements.

**Premises** - A building or buildings on contiguous property.



## **SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)**

**Primary Carrier** – The IXC designated by the Customer or End User as its first routing choice and primary overflow carrier.

**Primary Carrier Service** – Outbound long distance service provided to a customer when the Company is selected as the Customer's Primary Carrier.

**Primary Interexchange Carrier** – See Primary Carrier definition.

**Private Line** – A dedicated path between two locations.

**Rate Periods** - A collective reference to the Day Rate Period, Evening Rate Period, Night/Weekend Rate Period, Peak Rate Period or Off-Peak Rate Period.

**Residential Customer** - For the purposes of this tariff, a Residential Customer is a Customer of the Company whose primary use of the Company's Service is for personal use in a house, apartment or other residential dwelling unit. A Residential Customer is also a Customer who accesses the Company's Service using a presubscribed Access Line that has been assigned a residential class of service by the local service provider.

**SCP** - Service Control Point.

**SSI** - Standard Service Interval.

**Service Control Point** - The local network systems of the National Service Management System (SMS/800) number database. This database provides long distance carriers a single interface for 800 number reservations and record management.

**Service Order** – A Company designated form upon which a Customer may order service or Customer forms which are accepted in writing by an authorized Company headquarters representative.

## **SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)**

**Special Access** - Where originating or terminating access between the Customer and the Company is provided on dedicated circuits. A method of reaching the Company's Services whereby the Customer is connected directly to the Company's access point without utilizing the services of the local switched network.

**Station-to-Station** - A service whereby the person originating the call uses the assistance of a live or mechanized operator to place a call to a particular destination number. This category does not include calls placed on a Person-to-Person basis.

**Switched Access** - Where access between the Customer and the Company is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the Company.

**Tail Circuit** - A dedicated circuit furnished by a Local Exchange Carrier, Interexchange Carrier, Local Access Provider or other third party that provides connectivity between the Company network and the customer premises.

**Telecommunications Device for the Deaf (TDD)** - A machine that uses the transmission of coded signals instead of verbal communications to enable hearing impaired End Users to communicate with each other and with non-hearing impaired individuals.

**Third Party** - A billing arrangement whereby the charges for a call may be billed to a telephone number that is different than the calling numbers and the called number. The terms and conditions of the third party's Local Exchange Carrier apply to payment arrangements.

**Total Minutes in Calendar Month** - (24 Hours) x (no. of days in applicable month) x (60 minutes).

**Travel Card** - A proprietary calling card offered by the Company which is accessed by dialing a Company-provided access number.

**Travel Service** - A billing arrangement whereby the charges for a call may be billed to a Company-issued travel card. The terms and conditions of the Company apply to payment arrangements.

**Virtual Private Network** - An Advanced Intelligent Network (AIN) that offers customers their own private company network.

**VPN** - Virtual Private Network.

## **SECTION 2.0 - REGULATIONS**

### **2.1 Undertaking of the Company**

Service is offered to Customers of the Company for placing calls which originate and terminate within the State of Ohio. The Company provides Travel Service and Preferred Travel Service for voice grade and low speed dial-up data transmission services, and Complex Voice services. The Company also provides Dedicated Access services, as well as Private Line services.

The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company provides for the installation, operation, and maintenance of the telecommunications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

The Company concurs in the Telephone Service Requirements Form (Appendix A of this tariff) created and amended pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI. The requirements in the Telephone Service Requirements Form and this section of the tariff may, from time to time, not be in agreement. In instances where this is the case, the language in the Telephone Service Requirements Form will prevail.

## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.2 Limitations on Service**

- 2.2.1** Service is offered subject to the availability of the necessary facilities, including established billing arrangements, and subject to the provisions of this tariff.
- 2.2.2** The Company reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when the Customer or an Authorized User is using Service in violation of the law or in violation of the provisions of this tariff, or for non-payment by the Customer.
- 2.2.3** Service provided under this tariff is directly controlled by the Company, and the Customer may not transfer or assign the use of Service, except with the prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferees.
- 2.2.4** The Customer may, where applicable, request the Company to assign one or more sub-accounts for billing purposes and to direct sub-account invoices to affiliates of the Customer or other designated entities for payment purposes. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for Service requested and obtained by the Customer, whether invoiced by the Company to the Customer, its affiliates, or other designated entities.
- 2.2.5** Service may not be used for any unlawful purpose.
- 2.2.6** Intrastate voice services are provided only in conjunction with interstate services.

## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.3 Limitations on Liabilities**

- 2.3.1** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.14.
- 2.3.2** Except for the extension of allowances to the Customer for interruptions in Service as set forth in this tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- 2.3.3** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.3 Limitations on Liabilities, (Cont'd.)**

#### **2.3.4 The Company shall not be liable for any claims for loss or damages involving:**

- (A) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with Services provided by the Company; or (c) common carriers or warehousemen;
- (B) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, acts of terrorism, riots, wars (declared or undeclared), acts of government authority, or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- (C) Any unlawful or unauthorized use of the Company's Services;
- (D) Libel, slander, invasion of privacy or infringement of trademarks, patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company provided facilities or Services; or by means of the combination of Company provided facilities or Services with Customer provided services;
- (E) Breach in the privacy or security of communications transmitted over the Company's Service;

## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.3 Limitations on Liabilities, (Cont'd.)**

#### **2.3.4 (cont'd.)**

- (F)** Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph 2.3.1 of this Subsection;
- (G)** Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
- (H)** Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities.

## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.3 Limitations on Liabilities, (Cont'd.)**

- 2.3.5** The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company.
- 2.3.6** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities of the Service.



## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.4 Cancellation or Discontinuance of Service by the Company**

Service continues to be provided until canceled by the Customer or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff. Travel or calling card services will not be available in Ohio when the Customer has been canceled for Service in his/her home state.

- 2.4.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain travel or calling cards when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel or calling cards to replace ones that have been deactivated.
- 2.4.2** For nonpayment: The Company, by 10-day written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.
- 2.4.3** For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- 2.4.4** For lack of use: The Company, by 10-day written notice to the Customer, may refuse, suspend or cancel service in the same manner as provided for nonpayment of overdue charges if after three full billing cycles the service has not been used.
- 2.4.5** For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.4 Cancellation or Discontinuance of Service by the Company, (Cont'd.)**

- 2.4.6** For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.4.7** For unauthorized or unlawful use of travel or calling card numbers and Authorization Codes: travel cards, calling cards and Authorization Codes are issued by the Company only to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or Authorization Codes shall result in the immediate refusal, suspension or cancellation of service without notice.
- 2.4.8** The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated in this tariff, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:
- (A)** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
  - (B)** Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
  - (C)** Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
  - (D)** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.4.9** All disconnection situations will be handled in accordance with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.5 Cancellation or Termination of Service by the Customer**

- 2.5.1** Service shall be canceled by the Company promptly upon receipt of a cancellation request from the Customer. Upon cancellation a final bill will be prepared, as per the specifications set forth in this tariff. The Customer shall be liable for all recurring charges prior to proper notice if a change in presubscribed carrier is initiated by the Customer.
- 2.5.2** If the Customer, either on behalf of itself or an Authorized User, orders Service from the the Company which requires special construction or facilities for the Customer's or Authorized User's use, and then cancels its order before Service begins, a charge shall be made to the Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of the Customer or Authorized User by the Company.
- 2.5.3** 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 as indicated in Section 10 of this tariff.

### **2.6 Restoration of Service**

The use and restoration of Service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.7 Payment and Billing**

- 2.7.1** The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:
- (A) any delegation of authority resulting in the use of the Customer's or its Authorized User's communications equipment and/or network services which result in the placement of calls via the Company;
  - (B) any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
  - (C) any calls placed by or through the Customer's or its Authorized User's equipment via any remote access feature(s);
  - (D) any and all calls placed to an "800" or "888" or other toll-free service number provided to the Customer by the Company; or
  - (E) any calls placed by the Customer or Authorized User using a Company-issued travel or calling card as a form of payment. The Customer is also responsible for payment as a result of the Customer's or its Authorized User's intentional or negligent disclosure of access numbers or Authorization Codes provided to the Customer for use with Travel Service, Preferred Travel Service, or complex voice calling card service.
- 2.7.2** Non-recurring charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and/or actual usage as defined in this tariff.
- 2.7.3** Service is provided and billed by the Company. Usage sensitive charges are billed in arrears. Fixed monthly recurring charges are billed one month in advance for services offered in Sections 6, 7, 8 and 9 of this tariff. Fixed monthly recurring charges are billed in arrears for services offered in Section 4 of this tariff. The Customer shall pay monthly in advance or on demand all monthly recurring charges for Service and shall pay on demand all charges for usage at any agency duly authorized to receive such payments.

## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.7 Payment and Billing, (Cont'd.)**

- 2.7.4** Bills are due and payable upon receipt. Interest at the lesser of a rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, shall be charged on any amount remaining unpaid, including late payment charges, at the time the next bill is prepared.
- 2.7.5** Should service be suspended for nonpayment of charges, it will be restored when appropriate payments are made.
- 2.7.6** When service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this tariff.
- 2.7.7** In its discretion, the Company may restore or re-establish service which has been suspended or disconnected for nonpayment of charges, prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver of the Company's right receive full payment for all charges due or any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this tariff; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.7 Payment and Billing, (Cont'd.)**

**2.7.8** The Company may demand immediate payment under the following circumstances:

- (A) Where Service is terminated or abandoned.
- (B) Where actual usage is two times greater than the Customer's average usage as reflected on the monthly bills for the three months prior to the current bill or, in the case of a new Customer who has been receiving Service for less than four months, where the actual usage is twice the estimated monthly usage charge.
- (C) Where the Company has reason to believe that a Business Customer is about to go out of business or that bankruptcy is imminent for that Customer.

**2.7.9** A charge of \$20.00 will apply whenever a check, draft, or electronic funds transfer presented for payment for service is not accepted by the institution on which it is written.

**2.7.10** The security of Authorization Codes used by the Customer or its Authorized Users are the responsibility of the Customer. All calls placed using such Authorization Codes or using facilities owned or controlled by the Customer or its Authorized Users shall be billed to the Customer and must be paid by the Customer.

**2.7.11** If notice from the Customer of a dispute as to charges is not received in writing by the Company within thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service, the billing will be considered correct and binding.

**2.7.12** The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

**2.7.13** Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.8 Deposits**

To safeguard its interests, the Company may, in accordance with Sections 4901:1-17 and 4901:1-5-13 of the Ohio Administrative Code, require a Customer to establish credit and make a deposit prior to or any time after the provision of service to the Customer. If a deposit is requested, it may not exceed the estimated charges for two months of tariffed services plus 30 percent of the monthly estimated charge for a specified customer. Deposits held for less than 180 days shall not accrue interest. Interest on intrastate deposits held for 180 days shall not accrue interest. Interest on intrastate deposits held for 180 days or longer will be handled in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code.

**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  
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## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.9 Advance Payments**

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months' estimated billing.



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## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.10 Taxes**

The Customer is responsible for the payment of all state, local, and E911 taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts taxes, sales tax, municipal utilities tax) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the Customer's bill, as opposed to being included in the rates contained in this tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any fees or surcharges, other than government approved sales taxes, without first seeking Commission approval under the appropriate procedures required by the Commission's Local Service Guidelines, Case No. 01-2955-CT-ZTA 95-845-TP-COI.

## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.11 Terminal Equipment**

Service may be used with or terminated in terminal equipment or communications systems, such as a PBX or key telephone system, provided by the Customer or its Authorized User. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of the Customer or its Authorized User, except as otherwise provided. The Customer or its Authorized User is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

### **2.12 Interconnection**

Service furnished by the Company to the Customer or its Authorized Users may be connected with the services or facilities of other carriers. The Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of the Customer.

## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.13 Inspection, Testing and Adjustment**

- 2.13.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether tariff requirements are being complied with in the installation, operation, and maintenance of the Customer's, Authorized User's, or the Company's equipment. The Company may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.
- 2.13.2** Upon reasonable notice, access to the facilities provided by the Company shall be made available to the Company by the Customer or its Authorized Users for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to the Company.
- 2.13.3** The Company shall not be liable to the Customer or its Authorized Users for any damages for Service interruption pursuant to this section. Neither the Customer nor its Authorized Users shall be entitled to any credit for interruption of Service pursuant to this section when the interruption of Service is less than two (2) hours.

## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.14 Interruption of Service**

- 2.14.1** The Customer shall be given a credit allowance for any interruption of Service which is not due to (a) Company's inspection, testing or adjustment, if for a period of two (2) hours or less; (b) mistakes or errors of the Customer or its Authorized Users; or (c) the failure of facilities or equipment provided by the Customer or its Authorized Users.
- 2.14.2** Credit allowances shall be subject to the general liability provisions set forth in Section 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption of Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by action or omission of the Customer or its Authorized Users, or is not in facilities or equipment, if any, furnished by the Customer or Authorized User and connected to the Company's Services.
- 2.14.3** For the purposes of credit computation, every month shall be considered to have seven hundred twenty (720) hours. No credit shall be allowed for any interruption of Service of a continuous duration of less than two (2) hours.
- 2.14.4** The Customer shall be credited for an interruption of Service of two (2) hours or more at the rate of 1/720th of the monthly non-usage sensitive charges for the Service affected for each hour or major fraction thereof that the interruption continues. The formula for calculating credit shall be as follows:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = Outage time in hours.

"B" = Total monthly fixed, non-usage sensitive charge for affected facility.

- 2.14.5** For usage rated toll services, credits will be limited to, at maximum, the price of the Initial Period for the individual call that was interrupted plus any applicable per call service charges or surcharges required to reconnect the caller.

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## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.15 Trade Names, Trademarks, Service Marks and Registered Marks**

Neither the Customer nor the Company shall use the other's trade names, trademarks or service marks ("Marks") without the prior written approval of the other party. Neither shall they display or use the other's Marks, nor permit the same to be displayed or used by third parties. Nothing in this tariff creates in a party rights in the Marks of the other.

## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.16 Adjustment to Rates and Charges**

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or other authorities to collect from or pay to others in support of statutory or regulatory programs. Such charges, if applicable, are described in this section of the tariff.

#### **2.16.1 Pay Telephone Surcharge**

An undiscountable surcharge shall apply to each call utilizing the Company's services which originate from an instrument which the Company identifies as a domestic Pay Telephone. Services for which a Pay Telephone Surcharge applies include, but are not limited to:

- (A) Calls placed using the Company's Travel Service. Surcharges will be charged to the billed party based on the billing method chosen by the party placing the call.
- (B) Calls placed using the Company's Preferred Travel Service. Surcharges will be charged to the billed party based on the billing method chosen by the party placing the call.
- (C) Calls placed using the Company's complex voice long distance calling card. Surcharges will be charged to the Customer's calling card.
- (D) Calls placed to a BellSouth® Toll-Free service. Surcharges will be billed to the Toll-Free service Customer rather than the party originating the call.

The applicable per call surcharge can be found in the specific pricing sections of this tariff.

#### **2.16.2 Primary Interexchange Carrier (PIC) Change Charge**

The Company may, at its option, elect to incur the PIC change charge on the Customer's behalf for new Customers who presubscribe their intrastate service, for certain products in this tariff, to the Company through Company-designated sales channels for Company-designated marketing campaigns and where the appropriate arrangements are in place between the Company and the eligible Customer's local exchange carrier. In the event that no such arrangements are in place, the Company may, at its option, reimburse the Customer, or issue the appropriate credits on the Customer's invoice upon the Customer's proof of payment of such PIC change charges.

## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.17 Toll Blocking**

The Company may cause to have blocked, access to all toll providers for nonpayment of regulated toll charges, so long as the blocked Customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, the Company may not deny establishment of 1+ presubscribed toll service on the grounds that the Customer has failed to establish creditworthiness, if:

- (A) the customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio's (P.U.C.O.) rules, or
- (B) the Company exercising its own discretion, does not require the Customer to establish creditworthiness (through any of the means available for doing so under the P.U.C.O.'s rules), or
- (C) the Company attempts to require the Customer to establish creditworthiness using credit establishment procedures which do not comport with the P.U.C.O.'s credit establishment policies and/or are not set forth within a P.U.C.O. approved tariff.

## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.17 Toll Blocking, (Cont'd.)**

When a prospective Customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select the Company as his or her 1+ carrier of choice, the Company may, subject to the P.U.C.O.'s tariffed toll deposit policies and the Commission's rules on establishment of service (See Rules 4901:1-5-13 and 4901:1-5-14, Ohio Administrative Code, [O.A.C.]), require a deposit for toll service. This deposit shall be in accordance with Rule 4901:1-5-13 (B), O.A.C., but the Company, may negotiate a lower deposit.

The Company may furnish credit information, acquired from the Company's own experiences with the Customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. The Company will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

Upon payment by the Customer of all past due toll debt to the Company, the Company will notify the Customer's local carrier that the block can be lifted and all 1+ dialing capabilities, including 10-XXX, will be restored.



### **SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE**

#### **3.1 Service Descriptions**

- 3.1.1** The Company provides telecommunications Services between locations within the State of Ohio as specified in Section 2.1 of this tariff. The Company's Service charges are based upon call duration, time of day rate period, mileage, and/or call type.
- 3.1.2** Presubscribed Service is offered from locations served with equal access end offices.
- 3.1.3** Intrastate voice service is offered only as an add-on to interstate service.
- 3.1.4** The Company's Service is available twenty-four hours per day, seven days a week.

### **SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**

#### **3.2 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:

- 3.2.1** 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 answer detection 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.
- 3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3** Unless otherwise specified in this tariff, the Initial Period for billing purposes is one (1) minute.
- 3.2.4** Unless otherwise specified in this tariff, Additional Period billing for usage after the Initial Period is in full one (1) minute increments.
- 3.2.5** 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.
- 3.2.6** Time of day designations are 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.
- 3.2.7** 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.

### SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

#### 3.3 Rate Periods

**3.3.1** Unless otherwise specified in this tariff, the appropriate rates apply for Day, Evening and Night/Weekend calls based on the following chart.

TIMES	MON	TUES	WED	THURS	FRI	SAT	SUN
8:00 AM to 5:00 PM*	Daytime Period						Eve.
5:00 PM to 11:00 PM*	Evening Period						
11:00 PM to 8:00 AM*	Night/Weekend Period						

\* - to, but not including.

**3.3.2** Unless otherwise specified in this tariff, the appropriate rates apply for Peak and Off-Peak calls based on the following chart.

TIMES	MON	TUES	WED	THURS	FRI	SAT	SUN
8:00 AM to 5:00 PM*	Peak Period						
5:00 PM to 8:00 AM*	Off-Peak Period						

\* - to, but not including.

**3.3.3** Unless otherwise specified, for services subject to holiday discounts, the Evening or Off-Peak rate will apply to the holidays listed below unless a lower rate normally applies or unless otherwise specified in this tariff:

New Year's Day	January 1
Martin Luther King Day	Nationally Recognized Day
President's Day	Nationally Recognized Day
Memorial Day	Nationally Recognized Day
Independence Day	July 4
Labor Day	Nationally Recognized Day
Columbus Day	Nationally Recognized Day
Veteran's Day	Nationally Recognized Day
Thanksgiving Day	Nationally Recognized Day
Christmas Day	December 25

## **SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**

### **3.4 Calculation of Distance**

For mileage sensitive services, the distance between originating and terminating points of a call or private line facility are determined using vertical ("V") and horizontal ("H") coordinates for the serving wire center(s) or the Company access point(s) associated with the call or facility. For purposes of determining the airline mileage of a call the Company references the V and H coordinates as found in Telcordia's V&H Tape and NECA FCC Tariff No. 4. The use of coordinates for wire centers versus access points and the method for calculating actual distances varies based on the type of service and the form of access used to reach the Company network.

For non-switched private line services, mileage measurements are based on the distance in airline miles between the Company access points associated with each end of the circuit. Distance measurements are determined using the mileage calculation method shown in Section 3.4.1.

For outbound and inbound switched long distance services utilizing Switched Access Origination, mileage measurements are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and terminating points. Distance measurements are determined using the mileage calculation method shown in Section 3.4.2.

For outbound switched long distance services utilizing Special Access Origination, mileage measurements are based on the distance in airline miles between the Company access point associated with the station utilizing Dedicated Access Lines and the serving wire center associated with the called station. Distance measurements are determined using the mileage calculation method shown in Section 3.4.2.

For inbound switched long distance services utilizing Special Access Termination, mileage measurements are based on the distance in airline miles between the serving wire center associated with the calling station and the Company access point associated with the station utilizing Dedicated Access Lines. Distance measurements are determined using the mileage calculation method shown in Section 3.4.2.

## SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

### 3.4 Calculation of Distance, (Cont'd.)

#### 3.4.1 Calculation Method for Private Line Services

The following steps describe the procedure for calculating mileage distances for private line services:

**Step 1:** Obtain the "V" and "H" coordinates for the Company access points serving the originating and terminating locations.

**Step 2:** Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates. The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

**Step 3:** Square the differences obtained in Step 2.

**Step 4:** Add the squares of the "V" difference and "H" difference obtained in Step 3.

**Step 5:** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

**Step 6:** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the wire centers and/or access points.

**Formula:**

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

## **SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**

### **3.4 Calculation of Distance, (Cont'd.)**

#### **3.4.2 Calculation Method for Switched Services**

The following steps describe the procedure for calculating mileage distances for switched long distance services:

**Step 1:** Obtain the V and H coordinates for each rate center.

**Step 2:** Obtain the difference between the V coordinates of the two rate centers. Obtain the difference between the H coordinates. The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

**Step 3:** Divide each of the differences obtained in 2. by three, rounding each quotient to the nearer integer.

**Step 4:** Square these two integers and add the two squares. If the sum of the squares is greater than 1777, divide the integers obtained in 3. by three and repeat step 4. Repeat this process until the sum of the squares obtained in 4. is less than 1778.

**Step 5:** The number of successive divisions by three in steps 3. and 4. determines the value of N. Multiply the final sum of the two squares obtained in step 4. by the multiplier specified in the following table for the value of N preceding.

<b>N</b>	<b>Multiplier</b>	<b>Minimum Rate Mileage</b>
<b>1</b>	0.9	-----
<b>2</b>	8.1	41
<b>3</b>	72.9	121
<b>4</b>	656.1	361
<b>5</b>	5904.9	1081
<b>6</b>	53144.1	3241

## **SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**

### **3.4 Calculation of Distance, (Cont'd.)**

#### **3.4.2 Calculation Method for Switched Services, (cont'd.)**

**Step 6:** Obtain square root of product in 5. and with any resulting fraction, round up to next higher integer. This is the message rate mileage except that when the mileage so obtained is less than the minimum rate mileage shown in Step 5, the minimum rate mileage corresponding to the N value is applicable.

**Example:** Calculate distance from Phoenix City, Alabama and Atlanta, Georgia.

	<b>V</b>	<b>H</b>
(1) Atlanta	7260	2083
Phoenix City	7559	2047
(2) Difference between Vs & Hs	299	36
(3) Dividing each difference by three & rounding to nearer integer equals 100 and 12.		
(4) Squaring integers & adding	100 x 100 =	10,000
	12 x 12 =	<u>264</u>
	Sum of squared integers	10,264
(5) Sum of integers is greater than 1777, so divide integers in (3) by three & repeat (4).		
(6) Dividing integers in(3) by three & rounding equals 33 and 4.		
(7) Squaring integers and adding,	33 x 33 =	1089
	4 x 4 =	<u>16</u>
	Sum of squared integers	1105
(8) The sum of the squared integers is less than 1778 and was obtained after two successive divisions by three, therefore, N = 2.		

### **SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**

#### **3.4 Calculation of Distance, (Cont'd.)**

##### **3.4.2 Calculation Method for Switched Services, (cont'd.)**

###### **Example, (cont'd.)**

- (9) Multiply final sum of squared integers by factor 8.1 (corresponding to  $N = 2$ ).

$$\begin{array}{r} 1105 \\ \times 8.1 \\ \hline 8950.5 \end{array}$$

- (10) Square root of 8950.5 = 94 and a fraction which is rounded up to 95 miles (fractional miles being considered full miles). The 95 miles is larger than the minimum of 41 rate miles applicable when  $N=2$ , so the message rate mileage is 95 miles.



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### **SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**

#### **3.5 One Plus Services**

The Company does not offer presubscribed one plus services to residential customers or to business customers at this time. However, the Company offers one plus services in conjunction with Complex Voice Services as described in Section 6 of this tariff.

## **SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**

### **3.6 Travel Services**

#### **3.6.1 Travel Service**

Travel Service is provided to Residential and Business Customers for originating calls when away from the home or office, by dialing a Company-provided toll-free access code or number, entering the destination number and entering the Customer's Authorization Code. Calls are billed to the method of payment indicated by the Customer.

Travel Service calls placed by the Customer can be made on a fully automated basis or with the assistance of a live Company operator. The following types of calls are available with Travel Service:

#### **Types of Operator Assisted Calls**

- (A) **Station-to-Station Fully Automated** - The Customer dials a toll-free access number or code plus the destination number. The caller enters the necessary travel/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 a toll-free access number or code plus the destination number and utilizes the assistance of a live operator to bill the call (e.g., operator enters travel/calling card digits or other billing information).
- (C) **Station-to-Station Operator Dialed** - The Customer dials a toll-free access number or code only and utilizes the assistance of a live operator to enter the destination number and bill the call (e.g., operator enters travel/calling card digits or other billing information).
- (D) **Person-to-Person Operator Assisted** - The Customer dials a toll-free access number or code plus the destination number and utilizes the assistance of a live operator to bill the call (e.g., operator enters travel/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.

### **SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**

#### **3.6 Travel Services, (Cont'd.)**

##### **3.6.1 Travel Service, (cont'd.)**

###### **Types of Operator Assisted Calls, (cont'd.)**

- (E) **Person-to-Person Operator Dialed** - The Customer dials a toll-free access number or code only and utilizes the assistance of a live operator to enter the destination number and bill the call (e.g., operator enters travel/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.

Charges vary based on billing method and type of call. Customers may bill charges for a call to a Company Travel Service account, LEC Calling Card, Collect to the called party or to a Third Party. The Company reserves the right to verify validity of account numbers, cards, or billing telephone numbers and acceptance of charges prior to completion of any call.

### **SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**

#### **3.6 Travel Services, (Cont'd.)**

##### **3.6.2 Preferred Travel Service**

Preferred Travel Service is provided to Residential and Business Customers who have chosen the Company as their preferred carrier of choice for originating calls when away from the home or office by dialing a Company-provided toll-free access code or number, entering the destination number and entering the Customer's Authorization Code. Calls are billed to the method of payment indicated by the Customer.

Preferred Travel Service calls placed by the Customer can be made on a fully automated basis or with the assistance of a live Company operator. The following types of calls are available with Preferred Travel Service:

#### **Types of Operator Assisted Calls**

- (A) **Station-to-Station Fully Automated** - The Customer dials a toll-free access number or code plus the destination number. The caller enters the necessary travel/calling/credit 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 a toll-free access number or code plus the destination number and utilizes the assistance of a live operator to bill the call (e.g., operator enters travel/calling/credit card digits or other billing information).
- (C) **Station-to-Station Operator Dialed** - The Customer dials a toll-free access number or code only and utilizes the assistance of a live operator to enter the destination number and bill the call (e.g., operator enters travel/calling/credit card digits or other billing information).
- (D) **Person-to-Person Operator Assisted** - The Customer dials a toll-free access number or code plus the destination number and utilizes the assistance of a live operator to bill the call (e.g., operator enters travel/calling/credit 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.

### **SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**

#### **3.6 Travel Services, (Cont'd.)**

##### **3.6.2 Preferred Travel Service, (cont'd.)**

###### **Types of Operator Assisted Calls, (cont'd.)**

- (E) Person-to-Person Operator Dialed** - The Customer dials a toll-free access number or code only and utilizes the assistance of a live operator to enter the destination number and bill the call (e.g., operator enters travel/calling/credit 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.

Charges vary based on billing method and type of call. Customers may bill charges for a call to a Company Preferred Travel Service account, Collect to the called party, or to a Third Party. The Company reserves the right to verify validity of account numbers, cards, or billing telephone numbers and acceptance of charges prior to completion of any call.

## **SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**

### **3.7 Directory Assistance**

#### **3.7.1 Directory Assistance**

Directory Assistance is available to Customers of the Company. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two (2) requests may be made on each call to Directory Assistance. In order to obtain two (2) requests, the Customer must make the request upon reaching a live operator. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. When more than one Directory Assistance bureau handles requests for listings within the same area code, two listings will be provided only when the listing information is accessible to the Directory Assistance Operator that handles the request.

#### **3.7.2 Directory Assistance Call Completion<sup>1</sup>**

The Company Directory Assistance operator will complete the call to the number requested by the Customer without requiring the Customer to redial the number. A Directory Assistance Call Completion charge applies for this service. This charge is in addition to the charge for determining the telephone number requested by the Customer and in addition to any usage and per call charges associated with placing the call.

Directory Assistance Call Completion is available for use with Station-to-Station calls billed to a travel card, Preferred travel card, LEC Calling Card or Third Party. Directory Assistance Call Completion may not be used in conjunction with Collect or Person to Person calls.

<sup>1</sup> Available where facilities permit.

### **SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**

#### **3.8 Inbound Long Distance Service**

The Company's inbound long distance services are toll-free number (e.g., 800, 877, 888) services. Calls may originate from any valid exchange within the state 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. Inbound long distance services may terminate to Customer local exchange access lines using Switched or Dedicated Access termination. A detailed description of inbound long distance service provided in conjunction with Complex Voice Services may be found in Section 6 of this tariff.

#### **3.9 Private Line Service**

The Company offers Private Line service as described in Section 7 of this tariff.

#### **3.10 Dedicated Access Service**

The Company offers Dedicated Access service as described in Section 8 of this tariff.

## **SECTION 4.0 - RATES AND CHARGES**

### **4.1 General**

The services in this Section of the tariff are intended for Residential and Business Customers. Alternatively, Business customers may subscribe to Complex Voice services found in Section 6 of this Tariff, in lieu of services found in Section 4.

Customers are billed based on their usage of the Company's services. Rates may vary by service type, time of day, day of week, distance, and calling volume as indicated in the individual plan description. 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 based upon the specific rate plan in this section subscribed to by the Customer. Call duration is determined as described in Section 3 of this tariff. For distance or time of day sensitive offerings, charges are determined based on mileage calculations and applicable rate periods found in Sections 3 unless otherwise specified in this tariff.

BellSouth<sup>®</sup> Dial Direct service is available from originating locations within the state.

BellSouth<sup>®</sup> Toll-Free service is available to Customers served from locations within the state.

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 locations within the state.

The services found in Section 4 cannot be combined with any services or plans found in Section 6, 7, 8 and/or 9 for the same Customer on the same billing account.



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#### **SECTION 4.0 - RATES AND CHARGES, (CONT'D.)**

##### **4.2 Residential Message Telecommunications Service**

The Company does not offer presubscribed one plus service to Residential Customers at this time.

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#### **SECTION 4.0 - RATES AND CHARGES, (CONT'D.)**

##### **4.3 Business Message Telecommunications Service**

The Company does not offer presubscribed one plus service to Business Customers at this time except as indicated in Section 6 of this tariff.

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#### **SECTION 4.0 - RATES AND CHARGES, (CONT'D.)**

##### **4.4 Residential Operator Services**

The Company does not provide operator services to Residential Customers at this time.

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#### **SECTION 4.0 - RATES AND CHARGES, (CONT'D.)**

##### **4.5 Business Operator Services**

The Company does not provide operator services to Business Customers at this time except as indicated in Section 6 of this tariff.

## **SECTION 4.0 - RATES AND CHARGES, (CONT'D.)**

### **4.6 Travel Services**

#### **4.6.1 Travel Service**

Travel Service offers Residential and Business Customers the ability to place calls using a Company-provided travel card when away from the home or office. Customers reach the Company's Travel Service network by dialing a Company-provided toll-free access code or number. In addition, the service provides Customers with optional operator assistance, alternative billing arrangements, and directory assistance using the same access code or number. Time-of-day and holiday discounts do not apply. Service is provided at rates and charges listed below:

<b>(A)</b>	Initial Billing Increment:	One Minute
<b>(B)</b>	Additional Billing Increment:	One Minute
<b>(C)</b>	Recurring Charge:	\$0.00
<b>(D)</b>	Non-Recurring Charge:	\$0.00
<b>(E)</b>	Minimum Monthly Commitment:	None
<b>(F)</b>	Term Plan Available:	No
<b>(G)</b>	Directory Assistance Charge:	\$1.20 Per Call
<b>(H)</b>	Directory Assistance Call Completion:	\$0.45 Per Call
<b>(I)</b>	Intrastate Usage Rate:	\$0.45 Per Minute

**SECTION 4.0 - RATES AND CHARGES, (CONT'D.)**

**4.6 Travel Services, (Cont'd.)**

**4.6.1 Travel Service, (cont'd.)**

**(J) Intrastate Per Call Service Charges:**

One of the following per call service charges applies to each live or automated operator assisted call placed using the Company's Travel Service. Per call charges vary by type of call and type of billing method selected by the Customer.

	<b>Company Travel Card</b>	<b>LEC Calling Card</b>	<b>Billed Collect</b>	<b>Billed to 3<sup>rd</sup> Party</b>
<b>Station-to-Station</b>				
Fully Automated	\$0.95 <sup>1</sup>	\$0.95 <sup>1</sup>	\$2.25	N/A
Operator Assisted	\$2.25	\$2.25	\$2.25	\$2.25 <sup>1</sup>
Operator Dialed	\$2.25	\$2.25	\$2.25	\$2.25
<b>Person-to-Person</b>				
Operator Assisted	\$4.30	\$4.30	\$4.30	\$4.30
Operator Dialed	\$4.30	\$4.30	\$4.30	\$4.30

<sup>1</sup> Indicates per call charges applicable to calls placed using Directory Assistance Call Completion. These charges may vary based on the billing method selected by the Customer.

## **SECTION 4.0 - RATES AND CHARGES, (CONT'D.)**

### **4.6 Travel Services, (Cont'd.)**

#### **4.6.2 Preferred Travel Service**

Preferred Travel Service offers Residential and Business Customers who have chosen the Company as their preferred carrier of choice the ability to place calls using a Company-provided Preferred travel card when away from the home or office. Customers reach the Company's Preferred Travel Service network by dialing a Company-provided toll-free access code or number. In addition, the service provides Customers with optional operator assistance, alternative billing arrangements, and directory assistance using the same access code or number. Time-of-day and holiday discounts do not apply. Service is provided at rates and charges listed below:

<b>(A)</b>	Initial Billing Increment:	One Minute
<b>(B)</b>	Each Additional Billing Increment:	One Minute
<b>(C)</b>	Recurring Charge:	\$0.00
<b>(D)</b>	Non-Recurring Charge:	\$0.00
<b>(E)</b>	Minimum Monthly Commitment:	None
<b>(F)</b>	Term Plan Available:	No
<b>(G)</b>	Directory Assistance Charge:	\$1.20 Per Call
<b>(H)</b>	Directory Assistance Call Completion:	\$0.45 Per Call
<b>(I)</b>	Intrastate Usage Rate:	\$0.35 Per Minute

**SECTION 4.0 - RATES AND CHARGES, (CONT'D.)**

**4.6 Travel Services, (Cont'd.)**

**4.6.2 Preferred Travel Service, (cont'd.)**

**(J) Intrastate Per Call Service Charges:**

One of the following per call service charges applies to each live or automated operator assisted call placed using the Company's Preferred Travel Service. Per call charges vary by type of call and type of billing method selected by the Customer.

	<b>Company Preferred Travel Card</b>	<b>Billed Collect</b>	<b>Billed To Third Party</b>
<b>Station-to-Station</b>			
Fully Automated	\$0.00 <sup>1</sup>	\$2.25	N/A
Operator Assisted	\$2.25	\$2.25	\$2.25 <sup>1</sup>
Operator Dialed	\$2.25	\$2.25	\$2.25
<b>Person-to-Person</b>			
Operator Assisted	\$4.30	\$4.30	\$4.30
Operator Dialed	\$4.30	\$4.30	\$4.30

-----  
<sup>1</sup> Indicates per call charges applicable to calls placed using Directory Assistance Call Completion. These charges may vary based on the billing method selected by the Customer.



## **SECTION 4.0 - RATES AND CHARGES, (CONT'D.)**

### **4.7 Directory Assistance Services**

#### **4.7.1 Directory Assistance**

Directory Assistance is available to Residential and Business Customers who utilize the Company's Travel Service or Preferred Travel Service. Customers must dial a toll-free access number or code 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. In order to obtain two (2) requests, the Customer must make the request upon reaching a live operator. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

##### **Per Intrastate Call to Directory Assistance:**

Billed to Travel Card	\$1.20
Billed to Preferred Travel Card	\$1.20
Billed to LEC Calling Card	\$1.20
Billed to Third Party	\$1.20

#### **4.7.2 Directory Assistance Call Completion<sup>1</sup>**

The Company Directory Assistance operator will complete the call to the number requested by the Customer without requiring the Customer to redial the number. A Directory Assistance Call Completion charge applies for this service. This charge is in addition to the charge for determining the telephone number requested by the Customer and in addition to any usage and per call charges associated with placing the call.

Directory Assistance Call Completion is available for use with Station-to-Station calls billed to a travel card, Preferred travel card, LEC Calling Card or Third Party. Directory Assistance Call Completion may not be used in conjunction with Collect or Person to Person calls.

##### **Per Directory Assistance Call Completion:**

Billed to Travel Card	\$0.45
Billed to Preferred Travel Card	\$0.45
Billed to LEC Calling Card	\$0.45
Billed to Third Party	\$0.45

<sup>1</sup> Available where facilities permit.

**SECTION 4.0 - RATES AND CHARGES, (CONT'D.)**

**4.8 Residential and Non-Complex Business Pay Telephone Surcharge**

An undiscountable surcharge, as defined below, shall apply to each call originating from an instrument the Company identifies as a domestic Pay Telephone. Services for which a Pay Telephone Surcharge applies are defined in Section 2.16.1 of this tariff. This charge applies to all applicable services defined in Section 4.0 of this tariff.

Per Call Surcharge:	\$0.65
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**SECTION 5.0 - PROMOTIONS**

**5.1 General**

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring charges, recurring charges or usage charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

**5.2 [Reserved for Future Use]**

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Director, Business Implementation and Compliance  
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1<sup>st</sup> Revised Page 65  
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## **SECTION 5.0 – PROMOTIONS, (CONT'D.)**

**5.3 [Reserved for Future Use]**

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**SECTION 5.0 – PROMOTIONS, (CONT'D.)**

**5.4 [Reserved for Future Use]**

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**SECTION 5.0 – PROMOTIONS, (CONT'D.)**

**5.5 [Reserved for Future Use]**

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**SECTION 5.0 – PROMOTIONS, (CONT'D.)**

**5.5 [Reserved for Future Use], (Cont'd.)**

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**SECTION 5.0 – PROMOTIONS, (CONT'D.)**

**5.6 [Reserved for Future Use]**

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**SECTION 5.0 – PROMOTIONS, (CONT'D.)**

**5.7 [Reserved for Future Use]**

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**SECTION 5.0 – PROMOTIONS, (CONT'D.)**

**5.7 [Reserved for Future Use], (Cont'd.)**

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**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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**Some material on this page was moved from Page 72.**

**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.)**

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

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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.)**

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**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.

\* 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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**6.4 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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**SECTION 6.0 - COMPLEX VOICE SERVICES \*, (CONT'D.)**

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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**

<b>Initial/Additional Periods:</b>	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
<b>Non-Recurring Charges:</b>	None
<b>Recurring Charges:</b>	None
<b>Usage Charges:</b>	See Usage Charges Table in this section.
<b>Holiday/TOD Discounts:</b>	No Holiday Discounts apply. No Time of Day (Peak/Off-Peak) Discounts are available.
<b>Volume Disc./Commitment:</b>	See Section 9: Integrated Service Packages.
<b>Term Disc./Commitment:</b>	See Section 9: Integrated Service Packages.
<b>Other Discounts:</b>	None.
<b>Pay Telephone Surcharge:</b>	\$0.60 Per Call
<b>Directory Assistance (DA):</b>	\$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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**SECTION 6.0 - COMPLEX VOICE SERVICES \*, (CONT'D.)**

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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

\* 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, (Cont'd.)**

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

**(B) Complex Voice Operator Services**

**(1) Price Schedule**

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

**(2) Usage Rates**

<b>Mileage Band</b>	<b>IntraLATA Rate</b>	<b>InterLATA Rate</b>
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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**SECTION 6.0 - COMPLEX VOICE SERVICES \*, (CONT'D.)**

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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)**

	<b>Billed to ANI</b>	<b>LEC Calling Card</b>	<b>Collect</b>	<b>3rd Party</b>
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 \*, (CONT'D.)**

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**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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Some material on this page was moved from Page 86.

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

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

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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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**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.

\* 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**

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**

<b>Credit Schedule for BellSouth Long Distance POP-to-BellSouth Long Distance POP Service</b>		
<b>Circuit Availability</b>		<b>Amount of Credit<sup>1</sup></b>
<b>Upper Level</b>	<b>Lower Level</b>	
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%

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

<b>Credit Schedule for End-to-End Service</b>		
<b>Circuit Availability</b>		<b>Amount of Credit<sup>2</sup></b>
<b>Upper Level</b>	<b>Lower Level</b>	
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%

<sup>2</sup> 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.)**

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**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.

**\* 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.)**

- (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<sup>®</sup> 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).

**\* 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, (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**

<b>Channel Type</b>	<b>Monthly Charge</b>	<b>Nonrecurring Charge</b>
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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\* **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 \***

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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:

<b>Facility Type</b>	<b>Available Bandwidth</b>	<b>Equivalent VG Channels</b>
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<sup>®</sup> 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 LEC<sup>1</sup> 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<sup>®</sup> 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.)**

**(T)**

**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.

\* 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)**

**8.2 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.

\* 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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**8.3 Payment Plans**

BellSouth<sup>®</sup> 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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**SECTION 8.0 - DEDICATED ACCESS SERVICE \*, (CONT'D.)**

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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.

\* 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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**8.4 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.

\* 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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**8.4 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.

\* 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**

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**

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

\* 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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**BELLSOUTH LONG DISTANCE, INC.**  
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Issued: April 26, 2007

P.U.C.O. Tariff No. 5  
1<sup>st</sup> Revised Page 113  
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**SECTION 8.0 - DEDICATED ACCESS SERVICE \*, (CONT'D.)**

**(T)**

**8.5 Rates and Charges, (Cont'd.)**

**8.5.3 Central Office Connection**

<b>Circuit</b>	<b>Non-Recurring Charge</b>	<b>Monthly Charge</b>
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**

<b>Circuit</b>	<b>Non-Recurring Charge</b>	<b>Monthly Charge</b>
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

\* 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)**

**8.5 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.

	<b>Nonrecurring Charge</b>
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

\* 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.)**

**8.5.6 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:**

	<b>Nonrecurring Charge</b>
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:**

	<b>Nonrecurring Charge</b>
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.)**

**(T)**

**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.

<b>Access Discount Plan Term</b>	<b>% Discount</b>
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.)**

**(T)**

**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.)**

**(T)**

**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.

\* 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)**

**8.5 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.

\* 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)**

**8.5 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      (T)**

**Price Is**

\$0.00 - \$150.00	See Note**.	<b>(T)</b>
\$150.01 - \$300.00	\$150.00	
\$300.01 +	\$200.00	

**For DS-1 Loop Prices in between:\*\*      Flat Rate Dedicated Access II Plan      (T)**

**Price Is**

\$0.00 - \$250.00	See Note**.	<b>(T)</b>
\$250.01 - \$400.00	\$250.00	
\$400.01 - \$800.00	\$350.00	
\$800.01 - \$1,200.00	\$450.00	
\$1,200.01 +	See Note**.	<b>(T)</b>

**For DS-3 Loop Prices in between:\*\*      Flat Rate Dedicated Access II Plan      (T)**

**Price Is**

\$0.00 - \$2,500.00	See Note**.	<b>(T)</b>
\$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**.	<b>(T)</b>

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)**

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

**(T)**

**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.

\* 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.)**

**8.5.12 Customer Provided Access**

<b>Channel Type</b>	<b>Monthly Charge</b>
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

\* 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 \***

### **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.

#### **9.1.1 Service Migration**

The Services listed herein may be provided to Customer through the Company's purchase for resale of underlying network capacity from one or more network providers. The terms and conditions of any agreement between the Company and an underlying network provider, including the identity of the network provider, are confidential. In the event that the Company provisions Services through an underlying network provider, the Company, in its sole discretion, shall determine the network provider through which to provision such Services. In addition, if, at any time during Customer's Term, the Company determines it can provide such services without utilizing third party network providers, the Company reserves the right, in its sole discretion, to re-groom and/or migrate such Customer Services to like or better quality Services on a Company affiliate network under the same rates, terms and conditions currently defined in Customer's existing Services Agreement or as stated herein. All Services described herein are offered subject to the availability of the service components required.

\* This service has 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 123.1.

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

### **9.2 BellSouth® Business Class Family of Services**

(M)

#### **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.

Material found on this page was moved from Page 123.

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

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**9.2 BellSouth<sup>®</sup> Business Class Family of Services, (Cont'd.)**

**9.2.1 Description, (cont'd.)**

The BellSouth<sup>®</sup> 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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<b>Tier No.</b>	<b>Minimum Monthly Revenue Commitment</b>
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

\* 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.)**

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.

**\* 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.)**

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.

\* 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.)**

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

**9.2.1 Description, (cont'd.)**

**Existing Contracted Customer Service Migration/ Early Termination Policy**

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Provided (a) Customer is migrating existing BellSouth Long Distance Services to like Services from a Company affiliate at equivalent or greater volumes, speed/capacity, and monthly recurring charges compared to the existing Services being terminated, and such like services are ordered under a Term at least as long as the time remaining on Customer's existing agreement; (b) Customer is not currently incurring shortfall charges; and (c) Customer is considered in good credit standing in that Customer is not, nor ever has been, more than 60 days past due on any invoice from BellSouth Long Distance or any of its affiliates; Company shall not impose any early termination charges and/or shortfall fees directly associated with, or resulting from, the termination of such migrating Services, subject to the conditions or limitations set forth below by access method (Switched / Dedicated) for each Service in question.

**(A) Switched Services (Voice only):**

No shortfall fees and/or early termination charges will be assessed at any time during Customer's Term where such charges result directly from a Customer migrating all or part of Customer's switched Services from Company to like services from a Company affiliate as provided above.

**(B) Dedicated Services (Voice and/or DATA):**

**DS1 Domestic Voice and/or Data Services (including Fractional DS1):** When Customer's existing Service, which is migrated to like service(s) from a Company affiliate as provided above, has been installed and active for a period of no less than 12 months, no shortfall fees and/or early termination charges will be assessed at any time during Customer's Term where such charges result directly from such migration of the existing Service to like services from a Company affiliate as provided above. Otherwise, early termination and/or shortfall fees may apply as per terms of Customer's agreement and as stated herein.

**All other access speeds:** Early termination and/or shortfall fees may apply as per terms of Customer's agreement and as state herein.

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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.

**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.)**

**(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.

\* 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, (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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**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, (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.

**\* 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.)**

**9.2.3 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%

\* 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.)**

**9.2.3 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
	<b>Discount Percentage (%)</b>				
\$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%

\* 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.)**

**9.2.4 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.

\* 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.)**

**9.2.4 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.

\* 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.)**

**9.2.4 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](mailto: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.

\* 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.)**

**9.2.5 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.

\* 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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**9.3 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.

**\* 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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**9.3 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\***

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**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.

\* 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 \*, (CONT'D.)**

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**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.

\*        **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  
Director, Business Implementation and Compliance  
2180 Lake Boulevard NE, Suite/Floor 5C48  
Atlanta, GA 30319-6004  
Issued: April 26, 2007

P.U.C.O. Tariff No. 5  
1<sup>st</sup> Revised Page 141  
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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.

	<b>Nonrecurring Charge</b>
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.

\* 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 \*, (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**

	<b>Nonrecurring Charge</b>
<b>Pre-ASR Cancellation Charges:</b>	
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
<b>Post-ASR Cancellation Charges:</b>	
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

\* 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\***

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### **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.)**

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**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.

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

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**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.

\* 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**

**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).

\* 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.)**

**11.3.3 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.

\* 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.)**

**11.3.5 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).

\* 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.)**

**11.3.6 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.)**

**(T)**

**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.)**

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**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.

\* 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)**

**11.4 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.

\* 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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**11.5 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.

\* 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 12.0 - CUSTOMIZED PRICING ARRANGEMENTS**

### **12.1 General**

This section applies to the Company Customized Pricing Arrangements (CPAs) provided by the Company for intrastate telecommunications.

Each individually designed CPA is customized to meet the diverse communications and network needs of a Customer. The underlying switched and dedicated Network Services included within a CPA are furnished under this section, as well as Section 2 of this tariff and the applicable section(s) of this tariff pertaining to the service(s) modified by each particular CPA.

CPAs may include network management; network engineering, design and optimization; network operations and planning; disaster recovery; contingency planning; procurement; vendor management; and training. Except as expressly provided herein, all of the rates, terms and conditions set forth in Section 2 of this tariff as well as the applicable section(s) of this tariff pertaining to the service(s) modified by each particular CPA apply to all CPAs.

Each CPA contains a Network Service or combination of Network Services. Unless otherwise specified herein, all of the terms and conditions set forth in Section 2, as well as any other applicable section of this tariff, apply to the Network Services provided under the CPAs. The contract schedule options herein summarize the Customer's agreements for the provision of CPAs and contain CPA charges, as well as material classifications, practices and regulations affecting such charges.

The Company reserves the right to refuse a Customer's request for a CPA where facilities are not available or when the provision of such CPA is not economically feasible.

When the Company and a Customer agree to a CPA, such CPA will be made available to other similarly situated Customers where additional requests for such CPA are made within the specified period of availability stated in the posted CPA.

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

### **12.1 General, (Cont'd.)**

#### **12.1.1 Service Migration**

The Services listed herein may be provided to Customer through the Company's purchase for resale of underlying network capacity from one or more network providers. The terms and conditions of any agreement between the Company and an underlying network provider, including the identity of the network provider, are confidential. In the event that the Company provisions Services through an underlying network provider, the Company, in its sole discretion, shall determine the network provider through which to provision such Services. In addition, if, at any time during Customer's Term, the Company determines it can provide such services without utilizing third party network providers, the Company reserves the right, in its sole discretion, to re-groom and/or migrate such Customer Services to like or better quality Services on a Company affiliate network under the same rates, terms and conditions currently defined in Customer's existing Services Agreement or as stated herein. All Services described herein are offered subject to the availability of the service components required.

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

### **12.2 Definitions**

Certain terms used generally through this Section are defined below:

**Base Service Schedule:** The base service schedule contains all the rates, terms and conditions for a particular Company Service. For example, Section 7 which contains the rates, terms and conditions for the Company's provision of BellSouth® Long Distance Private Line Service, is the base service schedule for Long Distance Private Line Service.

**Commencement Date:** Unless a different date is specified in the CPA, the Term of the CPA shall begin and the applicable CPA discounts or credits will accrue from the first day of the next billing month if the CPA is signed by both parties and returned to 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. Pricing, Services and other arrangements under a CPA agreement will take effect on the Commencement Date.

**Company:** BellSouth Long Distance, Inc.

**Condition:** A condition is a requirement that a Customer agrees to satisfy and must satisfy in order to receive all of the benefits of a given CPA. Unless otherwise specified in a CPA, the Customer must satisfy the condition during each billing month of the Term. If the Customer fails to satisfy a condition, then certain adjustments described in the CPA may be made to the terms of the Customer's purchase of Network Services. If no specific adjustments are stated in the CPA, then the Company may adjust the Customer's charges for Network Services upon notice to the Customer.

**Contract Month:** The Contract Month is the monthly billing period within a Contract Year starting on the Commencement Date (or the day following the ramp up period, if an initial ramp up period is provided, unless the Customer's CPA specifies a different date) and any subsequent month thereof.

**Contract Year:** The Contract Year is the twelve-month billing period starting on the Commencement Date (or the day following the ramp up period, if an initial ramp up period is provided, unless the Customer's CPA specifies a different date) and any anniversary thereof. If the number of months in the Term is not evenly divisible by 12, all of the Company's and the Customer's annual obligations during the last partial Contract Year will be prorated based upon the number of billing months in such partial Contract Year.

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

### 12.2 Definitions, (Cont'd.)

**Contributory Services:** Services to which the Customer subscribes and which contribute to meeting the Minimum Service Commitment are referred to as MSC Contributory Services. Services that contribute to the Monthly Volume of Services are referred to as MVS Contributory Services.

**Credits:** The Company may issue one or more Credits applicable to a Customer's account. The number, frequency and amount(s) of such Credits will be specified in the Customer's CPA and all such Credits are subject to the limitations and conditions set forth in the CPA and this Section of the tariff. All Credits under a CPA are applied to intrastate charges. Credits may be applied to the Customer's account one month in arrears.

**Customized Pricing Arrangement (CPA):** A Customized Pricing Arrangement is an agreement, sometimes referred to as a Customized Pricing Agreement, Individual Case Basis (ICB) agreement, Specialized Serving Arrangement (SSA) agreement, etc. between the Company and a Customer or Customers for the customized provision, including customer specific pricing, of Services to meet the Customer's communications and network needs. The charges for some or all of such Services may reflect additional charges and/or discounts which are in addition to the base service schedule rates and standard schedule discounts and other promotions and discounts available to Customers under applicable base service schedules. CPAs become effective upon their execution by both parties.

**Customer:** The Customer is the person, firm, company, corporation or other entity that enters into a CPA and is responsible for the payment of charges and for compliance with this schedule. The Customer may include purchases by its subsidiaries, affiliates and other member organizations under the conditions and requirements in the Customer's CPA. Except as otherwise provided in the Customer's CPA, all of the terms and conditions of the CPA apply to the Customer's affiliated entities included under the CPA, and the Customer is responsible for all charges billed to such entities.

**Discounts:** The various types and combinations of discounts, credits, concessions and waivers that may be specified in CPA agreements.

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

### 12.2 Definitions, (Cont'd.)

**Exclusive Interexchange Carrier or Exclusive Carrier:** If stated in the CPA, the Customer will award the Company all (or such other amount as may be specified in the specific CPA) of its and its affiliated entities' Interexchange telecommunications services of the type(s) included under the CPA and such additional Services as may be specified in the CPA 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 with 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 the Customer's CPA. 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 CPA 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 CPA. 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 BellSouth Long Distance as their Exclusive 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 CPA and all charges to the Customer for Services under the CPA will be based upon base service schedule rates and standard schedule discounts.

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

### **12.2 Definitions, (Cont'd.)**

**Exclusive Telecommunications Services Provider:** If stated in the CPA, the Customer will award the Company all (or such other amount as may be specified in its CPA) of its and its affiliated entities' voice and data Interexchange telecommunications services 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 with 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 the Customer's CPA. 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 CPA or the date of its acquisition, as the case may be, service that is routed to another carrier during the period of any Company Service outage, and any other service usage expressly excluded under the Customer's CPA. 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 exclusive telecommunications services provider 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 Customer compliance. If a 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 CPA and all charges to the Customer for Services under the CPA will be based upon base service schedule rates and standard schedule discounts.

**Fixed Rates:** The rates in the customer CPA that do not change (i.e., remained fixed) during the term of the CPA agreement. Unless otherwise specified in a particular CPA, Fixed Monthly Rates remain constant during the term of the CPA. The Percentage Discount in a CPA remains constant during the term of the CPA but the Company may increase the underlying base rate against which the Percentage Discount is applied.

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

### **12.2 Definitions, (Cont'd.)**

**Initial Term:** The Initial Term is the number of months, years or such other period designated in a Customer's CPA as the original contract duration prior to any renewals or extensions. The Initial Term will begin on the Commencement Date.

**Installation Charges:** Installation charges are the non-recurring charges associated with establishing Service or a Service element.

**Local Access Line:** A local access line is a LEC-provided Dedicated Access local loop/circuit including channel termination and channel mileage charges but not including ACF, COC or other access-related charges.

**Location:** The term "location" denotes physical premises to or from which the Company provides Service. For all BellSouth<sup>®</sup> Toll-Free services, a location denotes a single Service group. In instances where a Customer obtains Services from the Company at multiple locations, each of these locations will be designated as either "associated" or "non-associated." An "associated" location is a location that the Customer owns or leases, or which is occupied by a business enterprise in which the Customer has an equity interest of twenty (20) percent or more, or which is occupied by a franchisee of the Customer, or as otherwise specified in a CPA. All locations other than "associated" locations will be considered "non-associated" locations. Unless otherwise expressly stated in the CPA, the rates, terms and conditions of the CPA are applicable only to the Customer's "associated" locations. All charges applicable to "non-associated" locations where such locations are permitted will be applied. Service usage at non-associated locations does not contribute to Monthly Volume of Services or Minimum Service Commitments. At those locations defined as "non-associated," the Customer will be responsible for providing billing and Customer service functions for charges incurred by all "non-associated" locations and must accept financial responsibility for all such locations in the event of non-payment to the Company. The Customer in selling to or servicing its "non-associated" locations will not use the Company name or logo in any promotional materials, contracts, service bills, etc., without express prior written permission from the Company. In addition, the Customer will not reference the Company in an indirect manner.

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

**12.2 Definitions, (Cont'd.)**

**Minimum Annual Commitment (MAC):** See definition in Section 12.5 of this tariff.

**Minimum Commitment (MC):** See definition in Section 12.5 of this tariff.

**Minimum Monthly Commitment (MMC):** See definition in Section 12.5 of this tariff.

**Minimum Service Commitment:** See definition in Section 12.5 of this tariff.

**Monthly Interoffice Channel Charges:** Monthly Interoffice Channel Charges are the Customer's total monthly circuit charges for the Interexchange portion of the Customer's domestic BellSouth® Long Distance Private Line Services included in a Customer's CPA, calculated at standard base schedule rates.

**Monthly Volume:** Monthly Volume is the Customer's total usage and recurring monthly charges for the Services and/or Service elements specified in the Customer's CPA. Monthly Volume may be calculated Net of discounts or credits depending on the services purchased by the Customer. If only one Service or Service element is used to calculate a Customer's Monthly Volume, that Service name is often added to the defined term. For example, "Monthly Toll-Free Volume" is Monthly Usage of Toll-Free service, as further described in the Customer's CPA.



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

### **12.2 Definitions, (Cont'd.)**

**Monthly Volume of Services (MVS):** The Monthly Volume of Services is a measure of a Customer's monthly use of the Company's network (most commonly based upon charges, but may also be stated in minutes or any other measure of use) which may include circuit charges and other non-usage based charges described in the Customer's CPA for the specific Services and Service elements listed in the Customer's CPA (MVS Contributory Services). A Customer's Monthly Volume of Services may be denoted as either "Net" or "Gross" (if no such notation appears, then Monthly Volume of Services will be "Gross, except for BellSouth® Long Distance Private Line service and BellSouth® Dedicated Access services which are "Net") and is the sum of all or part of the following: (i) the Customer's total monthly usage charges for Usage for Interstate BellSouth® Dial Direct service, BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service, BellSouth® Long Distance Calling Card service, Usage for Intrastate BellSouth® Dial Direct service, BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service, BellSouth® Long Distance Calling Card service, and Usage for International BellSouth® Dial Direct service and BellSouth® Toll-Free service; (ii) the Customer's total monthly charges calculated after all available discounts have been applied for Long Distance Private Line and Dedicated Access service access channels, ACFs and COCs; (iii) the Customer's total monthly charges calculated prior to the application of available discounts for BellSouth® Long Distance Frame Relay Ports, PVCs and NNI Gateways; BellSouth BSE, Inc. provided local Frame Relay Ports, PVCs, Packet Service Lines, Packet Service Line Extensions and Internetwork Serving Area Links; BellSouth® Long Distance ATM Ports and PVCs; and (iv) similar charges for other Services as specified in the Customer's CPA. MVS does not include taxes, interest, surcharges, charges associated with tail circuits, fixed recurring charges (other than as specified herein), feature charges, service charges for Operator Services, directory assistance service charges, installation charges, account charges, set up fees, report charges and other non-recurring charges, unless expressly included under a CPA.

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

### **12.2 Definitions, (Cont'd.)**

**Net Effective Usage Discount or Net Effective Discount:** Net effective usage discount or net effective discount is the effective discount which a Customer will receive for a Service or Service element under the Customer's CPA, including one or more credits, discounts and any other adjustments to rates which apply to that individual Service or Service element, allocated in the manner requested by or explained to the Customer, subject to the systematic reporting capabilities of the Company, and based upon the Customer's specific weighted average Service and call traffic profile or reasonable estimates thereof. The Customer may also receive additional discounts, credits and other adjustments to the Net Effective Usage discounted rates or to the Customer's account, as specified in the CPA. (See Example for "Net Effective Usage Rate" in Section 12.6.3).

**Net Effective Usage Rate or Net Effective Rate:** Net effective usage rate or net effective rate is the effective rate which a Customer will pay for a Service or Service element under the Customer's CPA for Usage Charges, after the application of credits, discounts and any other price (and discount) related adjustments which apply to that individual Service or Service element, allocated in the manner requested by or explained to the Customer, subject to the systematic reporting capabilities of the Company, and based upon the Customer's specific weighted average Service and call traffic profile or reasonable estimates thereof. The Customer may also receive additional discounts, credits and other adjustments to the Net Effective Usage discounted rates or to the Customer's account, as specified in the CPA. Net Effective Usage Rate or Net Effective Rate only includes usage charges and does not include charges such as non-recurring charges, monthly charges, surcharges and taxes. (See Example in Section 12.6.3).

**Network Services:** Network Services, sometimes referenced to as a specific list of Services, are those Services to which the CPA applies. See "Services" definition in this section.

**Order:** The Company's enrollment or application form to be signed by the Customer to commence provisioning of certain Services.

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

### **12.2 Definitions, (Cont'd.)**

**Preferred Interexchange Carrier:** For purposes of this section, if stated in the CPA, the Customer will award the Company at least 98% (or such other amount as may be specified in its CPA) of its and its affiliated entities' Interexchange telecommunications services of the type(s) included under the CPA and such additional Services as may be specified in the CPA 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 with 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 CPA. 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 CPA 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 CPA. 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 a 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 CPA and all charges to the Customer for Services under the CPA will be based upon base service schedule rates and standard schedule discounts.

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

### 12.2 Definitions, (Cont'd.)

**Preferred Telecommunications Services Provider:** For purposes of this section, if stated in the CPA, the Customer will award the Company at least 98% (or such other amount as may be specified in its CPA) of its and its affiliated entities' voice and data Interexchange telecommunications services 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 with 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 the Customer's CPA. 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 CPA 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 CPA. 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 telecommunications service provider 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's compliance. If a 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 CPA and all charges to the Customer for Services under the CPA will be based upon base service schedule rates and standard schedule discounts.

**Primary Interexchange Carrier** – See definition of Primary Carrier in Section 1.

**Qualification:** A condition that the Customer is required to satisfy at the Commencement Date and such other times during the Term as required under the CPA. If the Customer fails to satisfy a qualification, then the Company may terminate the CPA upon written notice to the Customer or certain adjustments described in the CPA may be made to the terms of the Customer's purchase of Network Services.

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

### 12.2 Definitions, (Cont'd.)

**Ramp Up Period:** An initial period established under a CPA during which a Customer is permitted time to transition services to the Company. The Customer may be relieved from certain of its Minimum Service Commitment, Monthly Volume of Service and other obligations to the Company and the Company may be relieved of certain of its obligations to the Customer during the ramp up period, as expressly provided in the Customer's CPA. The ramp up period may be part of the Initial Term or a separate preceding period and in addition to the Initial Term, as specified in the CPA.

**Renewal Term or Renewal Period:** Renewal Terms or Periods are one or more 12-month (or other length as may be specified in the Customer's CPA) periods following the end of the Initial Term. The Customer or the Company, as specified in the CPA, may be permitted to renew the CPA for one or more additional renewal periods. If the CPA provides one or more Renewal Terms or Renewal Periods without specifying a procedure for invoking it or them, they will commence automatically. A Renewal Term commences immediately following the conclusion of the Initial Term or the preceding Renewal Term. In the case of automatic Renewal Terms, either the Customer or the Company may elect not to renew the CPA by providing written notice of its or their election not to renew the CPA to the other party at least 30 days prior to the end of the Initial Term or then current Renewal Term. In order for the Customer to exercise any Renewal Term option, it must not be in default of the CPA either at the time of exercise or at the commencement of the Renewal Term. Additional terms, conditions and prerequisites to the exercise of any Renewal option may be set forth in the CPA.

**Services:** All Company products and services provided under this tariff including, but not limited to, intrastate BellSouth® Dial Direct service, intrastate BellSouth® Toll-Free service, interstate BellSouth® Long Distance Voice VPN service, BellSouth® Long Distance Calling Card service, interstate and intrastate BellSouth® Long Distance Private Line service, interstate BellSouth® Long Distance Frame Relay service, interstate BellSouth® Long Distance ATM service and interstate BellSouth® Dedicated Access service. Services also include Frame Relay Service provided by BellSouth BSE, Inc. Services may also be referred to as "Network Services."

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

### **12.2 Definitions, (Cont'd.)**

**Transition Period:** A Transition Period is an additional period, the length of which is specified in a Customer's CPA, following the expiration or conclusion of the Initial Term or the final Renewal Period during which the Company will cooperate in an orderly and efficient transition of Services to a successor vendor. If no Transition Period is specified in a CPA, no Transition Period is available to the Customer. The Customer will remain responsible for all charges incurred during the Initial Term and any Renewal Terms. A Transition Period is not available in the event that the Company terminates a CPA as a result of a Customer's nonpayment or default. In order to receive a Transition Period, the Customer must not be in default of its CPA and must have satisfied all of the Minimum Service Commitments, Conditions and Qualifications under the CPA at the conclusion of the Initial Term or the Renewal Period. The Customer must inform the Company at least 120 days (or such other period as may be specified in its CPA) in advance of its intent to allow the CPA to terminate and enter into the Transition Period. The Company will furnish Services during the Transition Period at the discounts, Type A through Type E Volume Discounts only, and will not provide any other Credits, adjustments, waivers of charges or price concessions provided under the CPA. In all other respects, the Company's standard schedule terms and conditions and other applicable policies and procedures apply to Services purchased during the Transition Period, in lieu of all other terms and conditions of the CPA.

**Volume Charges (also known as Usage Charges):** Volume charges are the variable charges for use of the Company's Interexchange communications network. Such charges are determined by the amount of telecommunications network service used by the Customer (units of time or a similar measure). Except as may be expressly provided in a Customer's CPA, volume charges do not include taxes, interest, surcharges, access line, access facilities and other charges associated with tail circuits, fixed recurring or monthly charges, feature charges, service charges for Operator Services, directory assistance charges, installation charges, account charges, set up fees, report charges and other non-recurring charges. For the services set forth herein, if the computed charge of a call includes a fraction of a cent, the fraction is rounded up to the next whole cent (e.g., \$2.341 is rounded up to \$2.35).

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

### **12.3 Scope**

The price schedules in this section are applicable, subject to availability of facilities, where the Customer subscribes to Company Services within the state. The price schedule herein summarize the Customer CPA for the provision of Services and contain CPA charges for Services, as well as material classifications, practices and regulations affecting such charges. In the event of an inadvertent error in the summarization of the Customer CPA, the CPA will govern the provision of Services to the Customer and the schedule option will be corrected to conform to the CPA.

### **12.4 Payments**

All terms and conditions stated in Section 11 (Contracts for Service) of this tariff will apply to CPA agreements between the Customer and the Company.

Payment terms may be modified by the Company at the Company's discretion based on the Customer's credit rating, credit risk, prior payment history with the Company, financial circumstances, or other demonstrations of lack of credit-worthiness by the Customer.

### **12.5 Minimum Service Commitments**

A Customer's Minimum Service Commitment (MSC) is a volume of Service that the Customer commits to purchase within a specified period of time (e.g., month, year) that may be expressed in dollars, minutes, calls or any other appropriate measure of Service volume.

When volume is expressed as charges, a Customer's MSC may be denoted as either "Net" or "Gross", "Gross" MSC is measured by charges before any available discounts and credits, and a "Net" MSC must be satisfied with charges calculated after all available discounts and credits.



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

### **12.5 Minimum Service Commitments, (Cont'd.)**

When a Minimum Service Commitment is expressed in monthly terms, volume charges are measured prior to the application of credits. References to "charges" in this definition should be understood to refer to minutes, calls, miles or such other units of measure as may be specified in a Customer's CPA.

Unless specifically stated in the Customer's CPA, MSCs will be determined as follows: (a) for MSCs expressed in dollars, the calculation of Minimum Service Commitments will be based on Gross MSCs except for BellSouth® Long Distance Private Line service and BellSouth® Dedicated Access service which will be based on Net MSCs; and (b) For Minimum Service Commitments expressed in monthly terms, the Customer's Net MSC volume charges are measured prior to the application of credits.

The Customer may have a single Minimum Service Commitment or multiple Minimum Service Commitments applicable to subgroups of Services defined in the Customer's CPA. A Customer's Service volume may include monthly charges, and other charges comparable to Interexchange network service usage charges, for the specific Services listed in the Customer's CPA which may include all or part of the following "MSC Contributory Services": (i) Usage for Interstate BellSouth® Dial Direct service, BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service, and BellSouth® Long Distance Calling Card service; (ii) Usage for Intrastate BellSouth® Dial Direct service, BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service, and BellSouth® Long Distance Calling Card service; (iii) Usage for International BellSouth® Dial Direct service and BellSouth® Toll-Free service; (iv) BellSouth® Long Distance Private Line service monthly charges; (v) BellSouth® Long Distance Frame Relay Port and PVC monthly charges; (vi) BellSouth BSE, Inc. provided Frame Relay Service, PVCs, Packet Service Lines, Packet Service Line Extensions and Internetwork Serving Area Links monthly charges; (vii) BellSouth® Dedicated Access service monthly charges for access channels, ACF and COC; (viii) BellSouth® Long Distance ATM Port and PVC monthly charges; and (ix) similar charges for other Services as specified in the Customer's CPA.

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

### **12.5 Minimum Service Commitments, (Cont'd.)**

Unless otherwise specified in the CPA, if the Customer fails to meet the Minimum Service Commitment(s), the Customer will be billed for and will be required to pay to the Company, in addition to all other applicable charges, the difference between the Minimum Service Commitment(s) and the Customer's actual charges for MSC Contributory Service volume for each period in which the Customer does not achieve the Minimum Service Commitment(s), or such other amount as may be specified in the Customer's CPA.

The Customer's MSC applies during the term, irrespective of any "ramp up" or other period in the base service schedule during which the base service schedule minimum commitment does not apply or during which cancellation under the base service schedule is permitted.

A Minimum Monthly Commitment (MMC) is the minimum amount of Service Volume Charges that a Customer is required to purchase from the Company on a monthly basis. Unless otherwise specified in the CPA, if the Customer's actual Service Volume Charges for those Services listed in the Customer's CPA (MSC Contributory Services) do not equal or exceed the MMC, then the Customer will pay to the Company the difference between the MMC and Customer's actual Service Volume Charges for the MSC Contributory Services for each month in which Customer does not achieve the MMC ("Shortfall Liability"). Unless otherwise specified in the Customer's CPA, MMCs are based on "Gross" charges prior to the application of any discounts except for MMCs associated with BellSouth® Long Distance Private Line service and BellSouth® Dedicated Access service which are based on "Net" charges after discounts.

A Minimum Annual Commitment (MAC) is the minimum amount of Service Volume Charges that a Customer is required to purchase from the Company on an annual basis. Unless otherwise specified in the CPA, if the Customer's actual Service Volume Charges for the MSC Contributory Services do not equal or exceed the MAC, then the Customer will pay to the Company the difference between the MAC and the Customer's actual Service Volume Charges for the MSC Contributory Services for each Contract Year in which the Customer does not achieve the MAC ("Shortfall Liability"). In the event that the Term, Initial Term or Renewal Term, as the case may be, of a Customer's CPA includes a partial Contract Year, and that Contract Year MAC is not stated separately or otherwise adjusted under the CPA, the Customer's MAC will be prorated based upon the number of months in the partial Contract Year. Unless otherwise specified in the Customer's CPA, MACs are based on "Net" charges after the application of appropriate discounts.

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

### **12.5 Minimum Service Commitments, (Cont'd.)**

A Minimum Commitment (MC) is the minimum amount of Service Volume Charges that a Customer is required to purchase from the Company during any other period(s) (other than monthly or annual) specified in the Customer's CPA (e.g., the first two Contract Years, Term, Initial Term and/or Renewal Term). Unless otherwise specified in the CPA, if the Customer's actual Service Volume Charges for the MSC Contributory Services do not equal or exceed the MC during the specified period, then at the conclusion of the specified period the Customer will be required to pay to the Company the difference between the MC and Customer's actual Service Volume Charges for the MSC Contributory Services during the specified period ("Shortfall Liability").

Subject to all of the conditions and limitations stated below, the Customer's Shortfall Liability may be waived up to 10% of the Minimum Service Commitment if Customer is unable to satisfy its Minimum Service Commitment due to:

- (A) a force majeure condition, 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, cable or fiber cuts resulting from the actions of third parties beyond the reasonable control of the Company;
- (B) the sale or other disposition of any subsidiary, division or other significant business unit;
- (C) a delay in the installation of any MSC Contributory Service beyond the Company's standard installation interval;
- (D) a MSC Contributory Service outage.

In order to be eligible to receive a waiver to a Minimum Service Commitment under subsection (ii) above, the Customer's CPA must designate the Company as the Customer's Exclusive Interexchange Carrier or Exclusive Telecommunications Service Provider.

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

### **12.5 Minimum Service Commitments, (Cont'd.)**

In order to request a MMC Waiver to the Minimum Service Commitment under this provision, Customer must notify the Company in writing of each event for which a MMC Waiver may be requested within 30 days following the event; and submit a written request for a MMC Waiver within 45 days following the conclusion of the Minimum Service Commitment Period.

The Customer must not be in breach of its CPA and must have satisfied all of the conditions under the CPA in order to be eligible to receive any Shortfall Liability Waiver adjustment under this provision. The Company will waive Customer's Minimum Service Commitment MMC for the affected period only. The Minimum Service Commitment MMC will not be waived for any other purpose or period.

### **12.6 CPA Discounts**

#### **12.6.1 Application of Discounts**

All CPA discounts will be credited to the Customer's intrastate charges for Services. CPA discounts may not exceed the Customer's total intrastate charges invoiced during any billing month for Services. If the Customer's intrastate charges do not exceed the total dollar amount of the CPA discounts, the Customer will receive a total CPA discount equal to the total of its intrastate charges for such billing month. Base service schedule rates and standard schedule discounts apply to call types, at any volume levels and under any other circumstances not listed in a Customer's CPA.

Discounts under CPA agreements apply to usage charges and, except as expressly provided in the CPA, do not apply to other non-usage charges such as taxes, interest, surcharges, access facility charges, other charges associated with access, fixed recurring charges, installation charges and other non-recurring charges. CPA discounts may be applied in arrears.

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

### **12.6 CPA Discounts, (Cont'd.)**

#### **12.6.1 Application of Discounts, (cont'd.)**

In order to receive base service schedule term plan or other incentive discounts for which the Customer may be eligible under the CPA, the Customer must sign the applicable agreements, contracts and/or enrollment forms. Any terms and conditions applicable to such discounts and/or programs in which the Customer elects to participate are in addition to the terms and conditions applicable under the CPA.

Other than as may be expressly permitted in its CPA, the Customer is not eligible to receive any other CPA, promotions, incentives or discounts (other than standard schedule discounts) applicable to Services. The CPA contract discounts are in lieu of and supersede all such promotions, incentives and discounts. Customers electing to obtain Service under one CPA option may not obtain Service under another option, unless specifically permitted in the CPA option.

#### **12.6.2 Types of Discounts**

Various types and combinations of discounts, credits, concessions and waivers may be specified in CPA agreements. The most common types of discounts include:

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

### **12.6 CPA Discounts, (Cont'd.)**

#### **12.6.2 Types of Discounts, (cont'd.)**

**Type A Discount:** An "additional discount", also sometimes stated as "in addition to", is a discount that is calculated as a percentage of certain Service Volume Charges specified in the CPA, after standard schedule discounts have been applied. The resulting dollar amount is then added to the standard schedule discounts applicable to the Customer's Service.

The following example is provided for illustration purposes only. The rates, discounts and charges depicted are not intended to be representative of actual rates, discounts or charges that a Customer might expect to receive.

#### **Example of a Type A Discount Calculation (10%):**

Base service schedule rate	\$ 0.2500
Minutes	<u>1,000,000</u>
Total (prior to all discounts)	\$ 250,000
Base service schedule volume discount (20%)	<u>\$ 50,000</u>
	\$ 200,000
Base service schedule term discount (10%)	<u>\$ 20,000</u>
Total schedule discounts (\$50,000 + \$20,000)	\$ 70,000
Net of schedule discounts (\$250,000 - \$70,000)	\$ 180,000
10% Additional Discount (\$180,000 x .1)	<u>\$ 18,000</u>
Net charges	\$ 162,000

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

### **12.6 CPA Discounts, (Cont'd.)**

#### **12.6.2 Types of Discounts, (cont'd.)**

**Type B Discount:** An "additive discount" is a discount that is a percentage of certain Service Volume Charges specified in the CPA, calculated prior to the application of any other discounts. The resulting dollar amount is then added to the standard schedule discounts applicable to the Customer's Service.

The following example is provided for illustration purposes only. The rates, discounts and charges depicted are not intended to be representative of actual rates, discounts or charges that a Customer might expect to receive.

#### **Example of a Type B Discount Calculation (10%):**

Base service schedule rate	\$ 0.2500
Minutes	<u>1,000,000</u>
Total (prior to all discounts)	\$ 250,000
Base service schedule volume discount (20%)	<u>\$ 50,000</u>
	\$ 200,000
Base service schedule term discount (10%)	<u>\$ 20,000</u>
Total schedule discounts (\$50,000 + \$20,000)	\$ 70,000
Net of schedule discounts (\$250,000 - \$70,000)	\$ 180,000
10% Additional Discount (\$250,000 x .1)	<u>\$ 25,000</u>
Net charges	\$ 155,000

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

### **12.6 CPA Discounts, (Cont'd.)**

#### **12.6.2 Types of Discounts, (cont'd.)**

**Type C Discount:** An "in lieu of discount" is a discount that is a percentage of certain Service Volume Charges specified in the CPA, calculated prior to the application of any other discounts. The resulting dollar amount is then reduced by the amount of any discounts available on the same Service usage during the same billing month. The difference, or the Type C Discount, is then added to the customer's standard schedule discounts and other discounts applicable to the Customer's Service.

The following example is provided for illustration purposes only. The rates, discounts and charges depicted are not intended to be representative of actual rates, discounts or charges that a Customer might expect to receive.

#### **Example of a Type C Discount Calculation (30%):**

Base service schedule rate	\$ 0.2500
Minutes	<u>1,000,000</u>
Total (prior to all discounts)	\$ 250,000
Base service schedule volume discount (20%)	<u>\$ 50,000</u>
	\$ 200,000
Base service schedule term discount (10%)	<u>\$ 20,000</u>
Total schedule discounts (\$50,000 + \$20,000)	\$ 70,000
Net of schedule discounts (\$250,000 - \$70,000)	\$ 180,000
30% In Lieu of Discount (\$250,000 x .3) - \$70,000)	<u>\$ 5,000</u>
Net charges	\$ 175,000



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

**12.6 CPA Discounts, (Cont'd.)**

**12.6.2 Types of Discounts, (cont'd.)**

**Type D Discount:** A "fixed rate discount" or "flat rate discount", also referred to simply as a "fixed rate" or "flat rate", is calculated as the difference between the Customer's usage charges for the Service types specified in the CPA for a billing month, after all other applicable discounts, and an amount equal to the number of seconds, minutes or other measure of usage of the same Service types multiplied by the appropriate rate or rates specified in the CPA.

The following example is provided for illustration purposes only. The rates, discounts and charges depicted are not intended to be representative of actual rates, discounts or charges that a Customer might expect to receive.

**Example of a Type D Discount Calculation (\$0.17/Minute):**

Base service schedule rate	\$ 0.2500
Minutes	<u>1,000,000</u>
Total (prior to all discounts)	\$ 250,000
Base service schedule volume discount (20%)	<u>\$ 50,000</u>
	\$ 200,000
Base service schedule term discount (10%)	<u>\$ 20,000</u>
Total schedule discounts (\$50,000 + \$20,000)	\$ 70,000
Net of schedule discounts (\$250,000 - \$70,000)	\$ 180,000
Flat Rate Discount (\$180,000 - [1,000,000 x \$0.17])	<u>\$ 10,000</u>
Net charges	\$ 170,000

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

### 12.6 CPA Discounts, (Cont'd.)

#### 12.6.2 Types of Discounts, (cont'd.)

**Type E Discount:** A "postalized rate discount" or "adjustable flat rate discount" is calculated as the difference between the Customer's usage charges for the Service types specified in the CPA for a billing month, after all other applicable discounts, and an amount equal to the number of seconds, minutes or other measure of usage of the same Service types multiplied by the appropriate rate or rates specified in the CPA. If the Company increases its standard base service schedule usage rates for Services receiving Type E Discounts under a CPA at any time during the Term, the Company may increase each or any of the postalized rates set forth in the CPA by the same percentage amount as the announced base service schedule rate increase for the same Service.

The following example is provided for illustration purposes only. The rates, discounts and charges depicted are not intended to be representative of actual rates, discounts or charges that a Customer might expect to receive.

#### Example of a Type E Discount Calculation (\$0.175/Minute):

Base service schedule rate	\$ 0.2500
Minutes	<u>1,000,000</u>
Total (prior to all discounts)	\$ 250,000
Base service schedule volume discount (20%)	<u>\$ 50,000</u>
	\$ 200,000
Base service schedule term discount (10%)	<u>\$ 20,000</u>
Total schedule discounts (\$50,000 + \$20,000)	\$ 70,000
Net of schedule discounts (\$250,000 - \$70,000)	\$ 180,000
Postalized Rate Discount (\$180,000 - [1,000,000 x \$0.175])	<u>\$ 5,000</u>
Net charges	\$ 175,000

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

### **12.6 CPA Discounts, (Cont'd.)**

#### **12.6.2 Types of Discounts, (cont'd.)**

**Incremental Discount:** Each of the five types of discounts described above, and other types of discounts, may be stated in volume sensitive tables in a CPA. The CPA may also specify that a discount is incremental. An incremental discount, also known as a marginal rate discount table or "tax table" discount, is calculated by applying the discount for the first tier to the volume for the first tier, plus the volume for the second tier multiplied by the second tier discount, and the same for the following tiers of the table, until the customer's total volume for the period is reached and the total discount is calculated.

The following example of an Incremental Discount Calculation is provided for illustration purposes only. The rates, discounts and charges depicted are not intended to be representative of actual rates, discounts or charges that a customer might expect to receive:

The Customer uses 1,000,000 minutes of usage at a \$0.25 per minute base rate with an additional discount (Type A Discount) based upon the following incremental discount table.

Minutes of Use	Discount Rate
50,000 – 100,000	5%
100,001 – 500,000	10%
500,001 – 1,500,000	15%
1,500,001 +	20%

Incremental Discount Calculation:

		Discount Rate	Discount Amount	Net Charges
50,000 min. x \$0.25 =	\$ 12,500	0%	\$ 0	\$ 12,500
50,000 min. x \$0.25 =	\$ 12,500	5%	\$ 625	\$ 11,875
400,000 min. x \$0.25	\$100,000	10%	\$10,000	\$ 90,000
=				
<u>500,000 min. x \$0.25</u>	<u>\$125,000</u>	15%	<u>\$18,750</u>	<u>\$106,250</u>
=				
1,000,000 min.	\$250,000		\$29,375	\$220,625

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

### 12.6 CPA Discounts, (Cont'd.)

#### 12.6.2 Types of Discounts, (cont'd.)

**Retroactive Discounts:** Each of the five types of discounts, and other types of discounts, may be stated in volume sensitive tables in a CPA. The CPA may also specify that a discount is retroactive. A retroactive discount is calculated by applying the discount corresponding to the volume tier achieved by the Customer by the Customer's total volume for the period. If a CPA does not specify whether discounts in a table are applied incrementally or retroactively, the discounts will be applied retroactively.

The following example is provided for illustration purposes only. The rates, discounts and charges depicted are not intended to be representative of actual rates, discounts or charges that a Customer might expect to receive.

Example of a Retroactive Discount Calculation:

The Customer uses 1,000,000 minutes of usage at a \$0.25 per minute base rate with an additional discount (Type A Discount) based upon the following retroactive discount table.

Minutes of Use	Discount Rate
50,000 – 100,000	5%
100,001 – 500,000	10%
500,001 – 1,500,000	15%
1,500,001 +	20%

Retroactive Discount Calculation:

	Discount <u>Rate</u>	Discount <u>Amount</u>	Net <u>Charges</u>
1,000,000 min. x 0.25 =-	\$250,000	15%	\$37,500
			\$212,500

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

### **12.6 CPA Discounts, (Cont'd.)**

#### **12.6.3 Calculation of Net Effective Usage Rate**

Net Effective Usage Rate or Net Effective Rate is the effective rate which a Customer will pay for a Service or Service element under the Customer's CPA for Usage Charges, after the application of credits, discounts and any other price (and discount) related adjustments which apply to that individual Service or Service element, allocated in the manner requested by or explained to the Customer, subject to the systematic reporting capabilities of the Company, and based upon the Customer's specific weighted average Service and call traffic profile or reasonable estimates thereof.

The calculation of the Net Effective Usage Rate is illustrated in the following example. The example is provided for illustration purposes only. The rates, discounts and charges depicted are not intended to be representative of actual rates, discounts or charges that a Customer might expect to receive.

Assume a Customer is eligible for the following discounts based upon "Monthly Minutes of Use":

<b>Monthly Minutes of Use</b>	<b>Dedicated Service</b>	<b>Switched Service</b>
100,000 – 499,999	8.0%	10.0%
500,000 – 999,999	9.0%	15.0%
1,000,000 +	10.0%	20.0%

Assume further a dedicated base rate of \$0.25 per minute for 1,000,000 minutes of dedicated service and a switched base rate of \$0.30 per minute for 250,000 minutes of switched service. The following is a calculation of the net effective usage rate:

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

**12.6 CPA Discounts, (Cont'd.)**

**12.6.3 Calculation of Net Effective Usage Rate, (cont'd.)**

	<u>Switched Service</u>	<u>Dedicated Service</u>	<u>Total</u>
Base rate	\$0.30	\$0.25	
Minutes	<u>250,000</u>	<u>1,000,000</u>	<u>1,250,000</u>
Gross Usage	\$75,000	\$250,000	\$325,000
Discount rate	20%	10%	
Discount amount	<u>\$15,000</u>	<u>\$ 25,000</u>	<u>\$ 40,000</u>
Net charges	\$60,000	\$225,000	\$285,000
Net Effective Usage Rate (\$285,000/1,250,000) = \$0.228 (Switched and Dedicated Services)			\$0.228
Net Effective Usage Discount (\$40,000/\$325,000 = .1231) (Switched and Dedicated Services)			12.3%

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

### **12.7 Termination Liability**

If the Customer discontinues using Services before the end of the Initial Term, or Renewal Term, as applicable; if the Company terminates the CPA due to the Customer's nonpayment of charges or failure to meet other obligations; if the Customer terminates the CPA for any reason other than the Company's material failure as permitted under its CPA; or if the Customer ceases to use a material amount of Services under the CPA at any time during the Term, the Customer will pay the Company fifty percent (50%) of the monthly amount of the Minimum Service Commitment applicable during the Term or then current Renewal Term, as the case may be, (applicable MSC divided by the number of months to which it applies), multiplied by the number of months remaining in the Term. In addition, the Customer will be required to pay the Company an amount equal to all, or such part of as may be specified in the Customer's CPA, concessions and credits issued, PIC charge and other charges reimbursed and charges waived under the CPA.

When the CPA is terminated for any reason other than those specified above, the Customer will be required to pay the Company an amount equal to all, or such part of as may be specified in the Customer's CPA, concessions and credits issued, and other charges specified under the CPA.

Except as may be expressly permitted under the CPA, if the Customer disconnects prior to 24 months of service any Dedicated Access local channel of capacity less than a DS-1 that received installation charge waivers under the CPA, the Customer will pay to the Company the total installation charges waived for such circuit in addition to all other applicable charges and termination liabilities. Customer's obligation under this condition survives any expiration or termination of the CPA.

Except as may be expressly permitted under the CPA, if the Customer disconnects prior to 24 months of service any dedicated local access line or Service element of capacity equal to or greater than DS-1 or other Service element that received installation charge waivers under the CPA, the Customer will pay to the Company the total installation charges waived in addition to all other applicable charges and termination liabilities. The Customer's obligation under this condition survives any expiration or termination of the CPA.

All other termination liabilities in the base service schedules apply.

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

### 12.7 Termination Liability, (Cont'd.)

#### 12.7.1 Existing Contracted Customer Service Migration / Early Termination Policy

(T)

Provided (a) Customer is migrating existing BellSouth Long Distance Services to like Services from a Company affiliate at equivalent or greater volumes, speed/capacity, and monthly recurring charges compared to the existing Services being terminated, and such like services are ordered under a Term at least as long as the time remaining on Customer's existing agreement; (b) Customer is not currently incurring shortfall charges; and (c) Customer is considered in good credit standing in that Customer is not, nor ever has been, more than 60 days past due on any invoice from BellSouth Long Distance or any of its affiliates; Company shall not impose any early termination charges and/or shortfall fees directly associated with, or resulting from, the termination of such migrating Services, subject to the conditions or limitations set forth below by access method (Switched / Dedicated) for each Service in question.

##### (A) Switched Services (Voice only):

No shortfall fees and/or early termination charges will be assessed at any time during Customer's Term where such charges result directly from a Customer migrating all or part of Customer's switched Services from Company to like services from a Company affiliate as provided above.

##### (B) Dedicated Services (Voice and/or DATA):

**DS1 Domestic Voice and/or Data Services (including Fractional DS1):** When Customer's existing Service, which is migrated to like service(s) from a Company affiliate as provided above, has been installed and active for a period of no less than 12 months, no shortfall fees and/or early termination charges will be assessed at any time during Customer's Term where such charges result directly from such migration of the existing Service to like services from a Company affiliate as provided above. Otherwise, early termination and/or shortfall fees may apply as per terms of Customer's agreement and as stated herein.

**All other access speeds:** Early termination and/or shortfall fees may apply as per terms of Customer's agreement and as state herein.

(T)



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

### **12.8 Obligations Of The Customer**

CPA agreements may be modified only by written amendment, executed by duly authorized officers or representatives of the Customer and the Company. CPA agreements may not be assigned by a Customer without the written consent of the Company.

### **12.9 Use Of Name, Service, Trademarks Or Trade Secrets**

BellSouth Long Distance may identify the Customer as a Customer of the Company and use its name in suitable advertising, press releases and sales presentations. Otherwise, the Company and the Customer agree not to use the name, service marks, trademarks or trade secrets of the other party or any of its affiliates for any purpose without the prior written consent of the other party.

### **12.10 Billing And Reporting**

Multiple invoice formats are available to CPA Customers. The presentation of CPA discounts, credits, concessions and charges invoices and reports may differ from the format specified in the CPA.

### **12.11 Availability**

Each posted CPA available under this Section will specify the period during which it will be available for new Customer enrollment. Such period will begin on the effective date of the schedule offering.

CPAs are available to similarly situated Customers. An applicant must not be receiving Services under another CPA, in breach of any Company agreement or obligation, nor have any outstanding past due balances with the Company in order to request Services under any CPA.

Requests for Services available under a CPA must be made in writing and received by the Company within the period of availability and must contain a demonstration that the request is being made by a similarly situated Customer. If a written request is received during the specified period, the Company will, subject to Section 12.12, provide the applicant with a CPA contract. CPA contracts may not be requested after the period of availability has expired. In order to purchase Services under a CPA, the CPA must be signed and returned to the Company within 15 days.

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

### **12.12 Credit Approval And Deposits**

Each CPA applicant will be required to establish credit. Any applicant whose credit has not been duly established to the sole and exclusive satisfaction of the Company may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing Customer may be required to make a deposit or increase a deposit presently held.

The Company will accept Bank Letters of Credit instead of cash as deposits. The deposit may be retained for as long as the financial condition/credit worthiness of the Customer is considered to be unsatisfactory by the Company. A deposit is not to exceed the estimated charges for six (6) months' Service plus installation.

If the deposit is not posted within five (5) days of receipt of the deposit notice, Service to the Customer may be discontinued without further notice.

A deposit will be returned: (a) if the CPA is not consummated. The deposit will be applied to any charges applicable in accordance with the base service schedules and the excess portion of the deposit will be returned; or (b) upon the discontinuance of all Services. The Company will refund the Customer's deposit or the balance in excess of all outstanding charges, including all termination liabilities.

The fact that a deposit has been made in no way relieves the Customer from complying with the regulations with respect to deposits and the prompt payment of invoices.

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

### **12.13 Customized Pricing Arrangements (CPAs)**

#### **12.13.1 CPA# 1002-101**

This CPA provides discounted rates for BellSouth® Dial Direct service usage and BellSouth® Toll-Free service usage for Complex Voice Services in Section 6 of the Rate Schedule of BellSouth Long Distance, Inc.'s Tariff presently on file with the Commission. The percentage discount shown below will be applied to the Usage Charge Rates as provided in Section 6 of this tariff.

	<b>Switched Access</b>	<b>Switched/Dedicated Access</b>
<b>Percentage Discount:</b>	4 %	4 %

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

**12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

**12.13.2 CPA#1202-104**

This CPA provides discounted rates for BellSouth® Toll-Free and Dedicated Access service usage for Complex Voice Services in Section 6 of the Rate Schedule of BellSouth Long Distance, Inc.'s Tariff presently on file with the Commission. The percentage discount shown below will be applied to the Usage Charge Rates as provided in Section 6 of this tariff.

	<b>Switched Access</b>	<b>Switched / Dedicated Access</b>	<b>Dedicated Access</b>
<b>Percentage Discount:</b>	5%	5%	18%

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

**12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

**12.13.3 CPA#0103-140**

This CPA provides discounted rates for BellSouth® Dial Direct service usage and BellSouth® Toll-Free service usage for Complex Voice Services in Section 6 of the Rate Schedule of BellSouth Long Distance, Inc.'s Tariff presently on file with the Commission. The percentage discount shown below will be applied to the Usage Charge Rates as provided in Section 6 of this tariff.

	<b>Switched Access</b>	<b>Switched/ Dedicated Access</b>	<b>Dedicated Access</b>
<b>Percentage Discount:</b>	30%	39%	37%

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

### **12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

#### **12.13.4 CPA#0203-169**

This CPA provides discounted rates for BellSouth® Dial Direct service usage and BellSouth® Toll-Free service usage for Complex Voice Services in Section 6 of the Rate Schedule of BellSouth Long Distance, Inc.'s Tariff presently on file with the Commission. The percentage discount shown below will be applied to the Usage Charge Rates as provided in Section 6 of this tariff.

	<b>Switched Access</b>	<b>Switched/Dedicated Access</b>
<b>Percentage Discount:</b>	5%	5%

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

**12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

**12.13.5 CPA#0203-179**

This CPA provides discounted rates for BellSouth® Direct Dial, BellSouth® Toll-Free and Dedicated Access service usage for Complex Voice Services in Section 6 of the Rate Schedule of BellSouth Long Distance, Inc.'s Tariff Presently on file with the Commission. The percentage discount shown below will be applied to the Calling Card Surcharge as provided in Section 6 of this tariff.

**Calling Card Surcharge**

**Percentage Discount:**

**60%**

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

### **12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

#### **12.13.6 CPA#0503-179**

This CPA provides discounted rates for BellSouth® Dial Direct service usage, BellSouth® Toll-Free service usage and VPN/Calling Card service usage for Complex Voice Services in Section 6 of the Rate Schedule of BellSouth Long Distance, Inc.'s Tariff presently on file with the Commission. The percentage discount shown below will be applied to the Usage Charge Rate and Calling Card Surcharge as provided in Section 6 of this tariff.

	<b>Per Minute Rate</b>	<b>Calling Card Surcharge</b>
<b>Percentage Discount:</b>	0%	70%



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

**12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

**12.13.7 CPA#0503-186**

This CPA provides discounted rates for BellSouth® Toll-Free and Dedicated Access service usage for Complex Voice Services in Section 6 of the Rate Schedule of BellSouth Long Distance, Inc.'s Tariff presently on file with the Commission. The percentage discount shown below will be applied to the Calling Card Surcharge as provided in Section 6 of this tariff.

**Calling Card Surcharge**

**Percentage Discount:**

37%

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

**12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

**12.13.8 CPA#0603-160**

This CPA provides discounted rates for BellSouth® Direct Dial, BellSouth® Toll-Free and Dedicated Access service usage for Complex Voice Services in Section 6 of the Rate Schedule of BellSouth Long Distance, Inc.'s Tariff presently on file with the Commission. The percentage discount shown below will be applied to the Calling Card Surcharge as provided in Section 6 of this tariff.

**Calling Card Surcharge**

**Percentage Discount:**

**60 %**

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

**12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

**12.13.9 CPA#0703-109**

This CPA provides discounted rates for BellSouth® Dial Direct service usage and BellSouth® Toll-Free service usage for Complex Voice Services in Section 6 of the Rate Schedule of BellSouth Long Distance, Inc.'s Tariff presently on file with the Commission. The percentage discount shown below will be applied to the Usage Charge and Calling Card Surcharge Rates as provided in Section 6 of this tariff.

	<b>Switched Access</b>	<b>Switched/Dedicated Access</b>
<b>Percentage Discount:</b>	19%	16%
	<b>Calling Card Per Minute Rate</b>	<b>Calling Card Surcharge</b>
<b>Percentage Discount:</b>	19%	32%

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

**12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

**12.13.10 CPA#0703-9000**

This CPA provides discounted rates for BellSouth® Dial Direct service usage and BellSouth® Toll-Free service usage for Complex Voice Services in Section 6 of the Rate Schedule of BellSouth Long Distance, Inc.'s Tariff presently on file with the Commission. The percentage discount shown below will be applied to the Usage Charge and Calling Card Surcharge Rates as provided in Section 6 of this tariff.

	<b>Switched Access</b>	<b>Switched/ Dedicated Access</b>	<b>Dedicated Access</b>
<b>Percentage Discount:</b>	35%	42%	43%
	<b>Calling Card Per Minute Rate</b>	<b>Calling Card Surcharge</b>	
<b>Percentage Discount:</b>	-49%	100%	

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

**12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

**12.13.11 CPA#0803-163**

This CPA provides discounted usage rates for BellSouth® Dial Direct service usage and BellSouth® Toll-Free service usage for Complex Voice Services in Section 6 of the Rate Schedule of BellSouth Long Distance, Inc.'s Tariff presently on file with the Commission. The percentage discount shown below will be applied to the Usage Charge Rates as provided in Section 6 of this tariff.

	<b>Switched Access</b>	<b>Dedicated Access</b>
<b>Percentage Discount:</b>	33%	31%

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

**12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

**12.13.12 CPA#0803-173**

This CPA provides discounted rates for BellSouth® Dial Direct service usage and BellSouth® Toll-Free service usage for Complex Voice Services in Section 6 of the Rate Schedule of BellSouth Long Distance, Inc.'s Tariff presently on file with the Commission. The percentage discount shown below will be applied to the Usage Charge and Calling Card Surcharge Rates as provided in Section 6 of this tariff.

	<b>Calling Card Per Minute Rate</b>	<b>Calling Card Surcharge</b>
<b>Percentage Discount:</b>	0%	60%

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

**12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

**12.13.13 CPA#1003-196**

This CPA provides discounted rates for BellSouth® Dial Direct service usage and BellSouth® Toll-Free service usage for Complex Voice Services in Section 6 of the Rate Schedule of BellSouth Long Distance, Inc.'s Tariff presently on file with the Commission. The percentage discount shown below will be applied to the Usage Charge Rates as provided in Section 6 of this tariff.

	<b>Switched Access</b>	<b>Switched/ Dedicated Access</b>	<b>Dedicated Access</b>
<b>Percentage Discount:</b>	35%	42%	43%

**12.13.14 BSLD 1203-137**

This CPA provides discounted rates for BellSouth® Dial Direct service usage and BellSouth® Toll-Free service usage for Complex Voice Services in Section 6 of the Rate Schedule of BellSouth Long Distance, Inc.'s Tariff presently on file with the Commission. The percentage discount shown below will be applied to the Usage Charge and Calling Card Surcharge Rates as provided in Section 6 of this tariff.

	<b>Switched Access</b>	<b>Dedicated Access</b>
<b>Percentage Discount:</b>	43	46%

	<b>Calling Card Per Minute Rate</b>	<b>Calling Card Surcharge</b>
<b>Percentage Discount:</b>	43%	44%

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

**12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

**12.13.15 CPA#0104-148**

This CPA provides discounted rates for BellSouth® Dial Direct service usage and BellSouth® Toll-Free service usage for Complex Voice Services in Section 6 of the Rate Schedule of BellSouth Long Distance, Inc.'s Tariff presently on file with the Commission. The percentage discount shown below will be applied to the Usage Charge Rates as provided in Section 6 of this tariff.

	<b>Switched Access</b>	<b>Dedicated Access</b>
<b>Percentage Discount:</b>	10 %	9 %

**12.13.16 CPA#1003-125**

This CPA provides discounted rates for BellSouth® Dial Direct service usage and BellSouth® Toll-Free service usage for Complex Voice Services in Section 6 of the Rate Schedule of BellSouth Long Distance, Inc.'s Tariff presently on file with the Commission. The percentage discount shown below will be applied to the Usage Charge Rates as provided in Section 6 of this tariff.

	<b>Switched Access</b>	<b>Dedicated Access</b>
<b>Percentage Discount:</b>	5 %	5 %



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

**12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

**12.13.17 BSLD Contract No. 0204-141R1**

This CPA provides discounted rates for BellSouth® Direct Dialed service usage, BellSouth® Toll-Free service usage and BellSouth® Dedicated Access service usage for Complex Voice Services in Section 6 of the Rate Schedule of BellSouth Long Distance, Inc.'s tariff presently on file with the Commission. The percentage discount shown below will be applied to the usage charges as provided in Section 6 of this tariff.

	<b>Switched Access</b>	<b>Dedicated Access</b>
<b>Percentage Discount:</b>	46%	48%

**12.13.18 BSLD Contract No. 0204-153**

This CPA provides discounted rates for BellSouth® Direct Dialed service usage and BellSouth® Toll-Free service usage for Complex Voice Services in Section 6 of the Rate Schedule of BellSouth Long Distance, Inc.'s tariff presently on file with the Commission. The percentage discount shown below will be applied to the usage charges as provided in Section 6 of this tariff.

	<b>Switched Access</b>
<b>Percentage Discount:</b>	3%

**12.14.19 BSLD Contract No. 0504-190**

This CPA provides discounted rates for BellSouth® Calling Card per call service usage for Complex Voice Services in Section 6 of the Rate Schedule of BellSouth Long Distance, Inc.'s tariff presently on file with the Commission. The percentage discount shown below will be applied to the Calling Card Usage Surcharge provided in Section 6 of this tariff.

	<b>Calling Card Surcharge</b>
<b>Percentage Discount</b>	47%

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

**12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

**12.13.20 CPA# 0105-151R7**

This CPA provides discounted rates for service usage for the following Complex Voice Services in this Tariff:

BellSouth® Long Distance Voice VPN Service  
BellSouth® Toll Free Service  
BellSouth® Long Distance Calling Card

The discount per minute rates for BellSouth® Long Distance Voice VPN Service are shown below:

	<b>Switched to Switched</b>	<b>Switched to Dedicated</b>	<b>Dedicated to Switched</b>	<b>Dedicated to Dedicated</b>
<b>Per Minute Rate:</b>	\$0.0380	\$0.0210	\$0.0210	\$0.0179

The discounted per minute rates for BellSouth® Toll Free Service are shown below:

	<b>Switched</b>	<b>Dedicated</b>
<b>Per Minute Rate</b>	\$0.0380	\$0.0210

The discounted usage charges for BellSouth® Long Distance Calling Card Service are shown below:

<b>Per Minute Rate</b>	\$0.0380
<b>Per Call Surcharge</b>	\$0.2500

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

**12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

**12.13.21 CPA# 0505-177**

This CPA provides discounted rates for service usage for the following Complex Voice Services in this Tariff:

BellSouth® Direct Dial Service  
BellSouth® Long Distance Calling Card  
BellSouth® Toll Free Service

The discount per minute rates for BellSouth® Direct Dial Service are shown below:

	<b>Switched Access</b>	<b>Dedicated Access</b>
<b>Per Minute Rate</b>	\$0.0560	\$0.0350

The discounted usage charges for BellSouth® Long Distance Calling Card Service are shown below:

<b>Per Minute Rate</b>	\$0.0560
<b>Per Call Surcharge</b>	\$0.3500

The discounted per minute rates for BellSouth® Toll Free Service are shown below:

	<b>Switched</b>	<b>Dedicated</b>
<b>Per Minute Rate</b>	\$0..0560	\$0.0350

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

**12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

**12.13.22 CPA# 0505-231**

This CPA provides discounted rates for service usage for the following Complex Voice Services in this Tariff:

BellSouth® Direct Dial Service

The discount per minute rate for BellSouth® Direct Dial Service is shown below:

**Switched Access  
Outbound**

<b>Per Minute Rate</b>	<b>\$0.0380</b>
------------------------	-----------------

**12.13.23 CPA# 0605-101R7**

This CPA provides discounted rates for service usage for the following Complex Voice Services in this Tariff:

BellSouth® Direct Dial Service  
BellSouth® Toll Free Service

The discount per minute rates for BellSouth® Direct Dial Service and BellSouth® Toll Free Service are shown below:

	<b>Per Minute Rate</b>	
	<b>Switched Access</b>	<b>Dedicated Access</b>

BellSouth® Dial Direct	\$0.0400	\$0.0260
BellSouth® Toll-Free service	\$0.0400	\$0.0260

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

**12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

**12.13.24 CPA# 0705-145**

This CPA provides discounted rates for service usage for the following Complex Voice Services in this Tariff:

BellSouth® Direct Dial Service  
BellSouth® Toll Free Service  
BellSouth® Calling Card Service

The discount per minute rates for BellSouth® Direct Dial Service are shown below:

	<b>Switched Access</b>	<b>Dedicated Access</b>
<b>Per Minute Rate</b>	\$0.0630	\$0.0490

The discounted per minute rates for BellSouth® Toll Free Service are shown below:

	<b>Switched Access</b>	<b>Dedicated Access</b>
<b>Per Minute Rate</b>	\$0..0630	\$0.0490

The discounted usage charges for BellSouth® Long Distance Calling Card Service are shown below:

<b>Per Minute Rate</b>	\$0.0630
<b>Per Call Surcharge</b>	\$0.4500

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

**12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

**12.13.25 CPA# 0805-137**

This CPA provides discounted rates for service usage for the following Complex Voice Services in this Tariff:

BellSouth® Direct Dial Service  
BellSouth® Toll Free Service  
BellSouth® Long Distance Calling Card

The discounted per minute rates for BellSouth® Direct Dial Service are shown below:

	<b>Switched Access</b>	<b>Dedicated Access</b>
<b>Per Minute Rate</b>	\$0.0434	\$0.0270

The discounted per minute rates for BellSouth® Toll Free Service are shown below:

	<b>Switched Access</b>	<b>Dedicated Access</b>
<b>Per Minute Rate</b>	\$0.0434	\$0.0270

The discounted usage charge for BellSouth® Long Distance Calling Card Service is shown below:

<b>Per Call Surcharge</b>	\$0.2500
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**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  
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Effective: January 12, 2007

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

### **12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

#### **12.13.26 CPA# 0405-176RL**

This CPA provides discounted rates for service usage for the following Complex Voice Services in this Tariff:

BellSouth® Direct Dial Service  
BellSouth® Long Distance Private Line Service  
BellSouth® Toll Free Service

The discount per minute rates for BellSouth® Direct Dial Service, BellSouth® Long Distance Private Line Service and BellSouth® Toll Free Service are shown below:

	<b>Inbound Switched</b>	<b>Outbound Switched</b>	<b>Inbound Dedicated</b>	<b>Outbound Dedicated</b>
<b>Per Minute Rate:</b>	\$0.0567	\$0.0457	\$0.0220	\$0.0293

**BELLSOUTH LONG DISTANCE, INC.**  
d/b/a AT&T Long Distance Service  
Director, Business Implementation and Compliance  
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## **SECTION 12.0 - CUSTOMIZED PRICING ARRANGEMENTS, (CONT'D.)**

### **12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

#### **12.13.27 CPA# 0605-202**

This CPA provides discounted rates for service usage for the following Complex Voice Services in this Tariff:

BellSouth® Long Distance Calling Card Service

The discounted usage charges for BellSouth® Long Distance Calling Card Service are shown below:

<b>Per Minute Rate</b>	<b>\$0.0457</b>
<b>Per Call Surcharge</b>	<b>\$0.3500</b>



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

**12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

**12.13.28 CPA# 0105-129R2**

This CPA provides discounted rates for service usage for the following Complex Voice Services in this Tariff:

BellSouth® Direct Dial Service  
BellSouth® Toll Free Service

The discounted per minute rates for BellSouth® Direct Dial Service are shown below:

	<b>Switched</b>	<b>Dedicated</b>
<b>Per Minute Rate</b>	\$0.0300	\$0.0250

The discounted per minute rates for BellSouth® Toll Free Service are shown below:

	<b>Switched</b>	<b>Dedicated</b>
<b>Per Minute Rate</b>	\$0.0300	\$0.0250

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

**12.13 Customized Pricing Arrangements (CPAs), (Cont'd.)**

**12.13.29 CPA# 0505-139R2**

This CPA provides discounted rates for service usage for the following Complex Voice Services in this Tariff:

BellSouth® Direct Dial Service  
BellSouth® Toll Free Service

The discounted per minute rates for BellSouth® Direct Dial Service are shown below:

	<b>Switched</b>	<b>Dedicated</b>
<b>Per Minute Rate</b>	\$0.0416	\$0.0266

The discounted per minute rates for BellSouth® Toll Free Service are shown below:

	<b>Switched</b>	<b>Dedicated</b>
<b>Per Minute Rate</b>	\$0.0416	\$0.0266

## **SECTION 100.0 – OBSOLETE SERVICE OFFERINGS**

### **100.1 General**

Obsolete services are those services no longer offered to new Customers following the date specified for each service in this section of the tariff. For existing Customers, the effect of obsoleting a service will depend on the form or type of obsolescence stated for each obsolete service offering. Obsolete services as listed in this section of the tariff are classified as obsolete according to the following types.

**Type 1** Customers may continue to use the obsolete service arrangement and may add to, change, move or transfer the service as required.

**Type 2** Customers may continue to use the obsolete service arrangement and may make changes to the arrangement as long as service continues to be provided at the same Customer Premises. However, no additions to the arrangement or transfers/moves of service to new locations are permitted.

**Type 3** Customers may continue to use the obsolete service arrangement and may move or transfer the service as required. However, no additions or changes to the service configuration are permitted.

**Type 4** Customers may continue to use the obsolete service arrangement. However, no additions, changes, moves or transfer of service are permitted.

**Type 5** Used to indicate that the terms and conditions associated with obsoleting the service are service-specific and stated in the tariff pages obsoleting the offering.

Obsolete services are furnished subject to all rules and regulations of this tariff the same as would be applicable if the service offering were not obsolete. In addition, the Company reserves the right to revise rates, terms, conditions, rules and regulations associated with obsolete services from time to time.

**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 28, 2008

P.U.C.O. Tariff No. 5  
1<sup>st</sup> Revised Page 213  
Cancels Original Page 213

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Effective: January 29, 2008

**SECTION 100.0 – OBSOLETE SERVICE OFFERINGS, (CONT'D.)**

**(D)**

**(D)**

**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 28, 2008

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Effective: January 29, 2008

**SECTION 100.0 – OBSOLETE SERVICE OFFERINGS, (CONT'D.)**

**100.2 [Reserved for Future Use], (Cont'd.)**

**(D)**

**(D)**

**(D)**

**(D)**

**BELLSOUTH LONG DISTANCE, INC.**  
d/b/a AT&T Long Distance Service  
Director, Business Implementation and Compliance  
2180 Lake Boulevard NE, Suite/Floor 5C48  
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**SECTION 100.0 – OBSOLETE SERVICE OFFERINGS, (CONT'D.)**

(D)  
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(D)

BELLSOUTH LONG DISTANCE, INC.  
D/B/A  
AT&T LONG DISTANCE SERVICE

**EXHIBIT B**  
**PROPOSED REVISED TARIFF PAGES**

**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: April 1, 2008

P.U.C.O. Tariff No. 6  
Original Title Page

Effective: April 1, 2008

*This P.U.C.O. Tariff No. 6, issued by BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service, cancels and replaces the BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service P.U.C.O. Tariff No. 5 currently on file with the Commission.*

**BELLSOUTH LONG DISTANCE, INC.**  
**d/b/a**  
**AT&T LONG DISTANCE SERVICE**

**RESALE INTEREXCHANGE TELECOMMUNICATIONS**  
**SERVICE TARIFF**

This tariff contains the regulations, rates and charges applicable to the provision of interexchange telecommunications services by BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service for the use of Customers transmitting messages within the State of Ohio.

This tariff is available for public inspection during normal business hours at the main office of BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service, located at 2180 Lake Boulevard NE, Suite/Floor 5C48, Atlanta, Georgia 30319-6004.

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

[www.bellsouth.com/longdistance](http://www.bellsouth.com/longdistance)



Effective: April 1, 2008

### **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.

<b>PAGE</b>	<b>REVISION</b>	
Title	Original	*
1	Original	*
2	Original	*
3	Original	*
4	Original	*
5	Original	*
6	Original	*
7	Original	*
8	Original	*
9	Original	*
10	Original	*
11	Original	*
12	Original	*
13	Original	*
14	Original	*

\* - Indicates pages included with this filing.

### **APPLICABILITY OF TARIFF**

This tariff filed by the Company describes the Regulated Toll Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). Services will be provided in compliance with Minimum Telephone Services Standards. The Company provides Toll regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901: 1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

[www.bellsouth.com/longdistance](http://www.bellsouth.com/longdistance)

Customers rights, responsibilities and safeguards can be found in the Ohio Administrative Code Appendix (Rule 4901:1-5-03).

The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this tariff and/or operations of the Company will generate an obligation of the Company to provide notice of such changes in accordance with the Commission's Rules.

### **ACCESSIBILITY OF TARIFF**

This tariff is on file with the Ohio Public Utility Commission and the Company's principal place of business:

BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service  
2180 Lake Boulevard NE, Suite/Floor 5C48  
Atlanta, Georgia 30319-6004

This tariff is available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge, by contacting the Company.

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Effective: April 1, 2008

## TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are seven of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1(A)
  - 2.1.1(A)(1)
  - 2.1.1(A)(1)(a)
  - 2.1.1(A)(1)(a)(1)
- D. Check Sheets** - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

### **EXPLANATION OF SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (D)** - To signify a discontinued rate or regulation.
- (I)** - To signify an increase in rate or charge.
- (M)** - To signify material relocated from one page to another without change.
- (N)** - To signify a new rate or regulation.
- (R)** - To signify a reduced rate or charge.
- (T)** - To signify a change or regulation but no change in rate or charge.

## **SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS**

**Authorized User** - A person, firm, corporation or other entity which is authorized by the Customer to use the Company's Service under the terms and regulations of this tariff.

**BellSouth** - BellSouth Corporation and its affiliates.

**BellSouth Long Distance** - BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service.

**Business Customer** - For the purposes of this tariff, a Business Customer is a Customer of the Company whose primary use of the Company's Service is for business purposes. A Business Customer is also a Customer who accesses the Company's Service using a presubscribed Access Line that has been assigned a business class of service by the local service provider.

**Calling Card** - A billing arrangement whereby the charges for a call may be billed to a Company-issued calling card. The terms and conditions of the Company apply to payment arrangements.

**Carrier** - BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service.

**Commission** - The Public Utilities Commission of Ohio.

**Company** - BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service, unless otherwise indicated by the context.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff. In the case of Collect-only calling services, the called party is the Customer and is responsible for payment of charges. Customer also includes any natural person or legal entity 1) which resells the services of the Company to end users; or 2) places Casual Calls using the Company's service.

**Interexchange Carrier** - Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in Interexchange communication.

**IXC** - Interexchange Carrier.

## **SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)**

**Pay Telephone** - Telephone instruments provided by the Company, Customer or other third party for use by the transient general public. Pay Telephones permit the user to place calls to other parties and bill such calls on a non sent-paid or sent paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

**Preferred Travel Service** - A billing arrangement whereby the Customer has chosen the Company as their preferred carrier of choice and the charges for a call may be billed to a Company-issued travel card. The terms and conditions of this tariff apply to payment arrangements.

**Premises** - A building or buildings on contiguous property.

**Primary Carrier** – The IXC designated by the Customer or End User as its first routing choice and primary overflow carrier.

**Primary Carrier Service** – Outbound long distance service provided to a customer when the Company is selected as the Customer's Primary Carrier.

**Primary Interexchange Carrier** – See Primary Carrier definition.

**Residential Customer** - For the purposes of this tariff, a Residential Customer is a Customer of the Company whose primary use of the Company's Service is for personal use in a house, apartment or other residential dwelling unit. A Residential Customer is also a Customer who accesses the Company's Service using a presubscribed Access Line that has been assigned a residential class of service by the local service provider.

**Third Party** - A billing arrangement whereby the charges for a call may be billed to a telephone number that is different than the calling numbers and the called number. The terms and conditions of the third party's Local Exchange Carrier apply to payment arrangements.

**Travel Card** - A proprietary calling card offered by the Company which is accessed by dialing a Company-provided access number.

**Travel Service** - A billing arrangement whereby the charges for a call may be billed to a Company-issued travel card. The terms and conditions of the Company apply to payment arrangements.

## **SECTION 2.0 - REGULATIONS**

### **2.1 Payment and Billing**

**2.1.1** The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (A) any delegation of authority resulting in the use of the Customer's or its Authorized User's communications equipment and/or network services which result in the placement of calls via the Company;
- (B) any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- (C) any calls placed by or through the Customer's or its Authorized User's equipment via any remote access feature(s);
- (D) any and all calls placed to an "800" or "888" or other toll-free service number provided to the Customer by the Company; or
- (E) any calls placed by the Customer or Authorized User using a Company-issued travel or calling card as a form of payment. The Customer is also responsible for payment as a result of the Customer's or its Authorized User's intentional or negligent disclosure of access numbers or Authorization Codes provided to the Customer for use with Travel Service, Preferred Travel Service, or complex voice calling card service.

#### **2.1.2 Late Payment Charges**

Bills are due and payable upon receipt. Interest at the lesser of a rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, shall be charged on any amount remaining unpaid, including late payment charges, at the time the next bill is prepared.

**2.1.3** Should service be suspended for nonpayment of charges, it will be restored when appropriate payments are made.



## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.1 Payment and Billing, (Cont'd.)**

**2.1.4** When service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this tariff.

**2.1.5** In its discretion, the Company may restore or re-establish service which has been suspended or disconnected for nonpayment of charges, prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver of the Company's right receive full payment for all charges due or any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this tariff; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

**2.1.6** The Company may demand immediate payment under the following circumstances:

- (A)** Where Service is terminated or abandoned.
- (B)** Where actual usage is two times greater than the Customer's average usage as reflected on the monthly bills for the three months prior to the current bill or, in the case of a new Customer who has been receiving Service for less than four months, where the actual usage is twice the estimated monthly usage charge.
- (C)** Where the Company has reason to believe that a Business Customer is about to go out of business or that bankruptcy is imminent for that Customer.

#### **2.1.7 Return Check Charge**

A charge will apply whenever a check, draft, or electronic funds transfer presented for payment for service is not accepted by the institution on which it is written.

## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.1 Payment and Billing, (Cont'd.)**

- 2.1.8** The security of Authorization Codes used by the Customer or its Authorized Users are the responsibility of the Customer. All calls placed using such Authorization Codes or using facilities owned or controlled by the Customer or its Authorized Users shall be billed to the Customer and must be paid by the Customer.
- 2.1.9** If notice from the Customer of a dispute as to charges is not received in writing by the Company within thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service, the billing will be considered correct and binding.
- 2.1.10** The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.
- 2.1.11** Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the MTSS Rules adopted by the Public Utilities Commission of Ohio.

## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.2 Deposits**

To safeguard its interests, the Company may, in accordance with Sections 4901:1-17 and 4901:1-5-13 of the Ohio Administrative Code, require a Customer to establish credit and make a deposit prior to or any time after the provision of service to the Customer. If a deposit is requested, it may not exceed the estimated charges for two months of tariffed services plus 30 percent of the monthly estimated charge for a specified customer. Deposits held for less than 180 days shall not accrue interest. Interest on intrastate deposits held for 180 days shall not accrue interest. Interest on intrastate deposits held for 180 days or longer will be handled in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code.

### **2.3 Advance Payments**

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months' estimated billing.

## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.4 Adjustment to Rates and Charges**

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or other authorities to collect from or pay to others in support of statutory or regulatory programs. Such charges, if applicable, are described in this section of the tariff.

#### **2.4.1 Pay Telephone Surcharge**

An undiscountable surcharge shall apply to each call utilizing the Company's services which originate from an instrument which the Company identifies as a domestic Pay Telephone. Services for which a Pay Telephone Surcharge applies include, but are not limited to:

- (A) Calls placed using the Company's Travel Service. Surcharges will be charged to the billed party based on the billing method chosen by the party placing the call.
- (B) Calls placed using the Company's Preferred Travel Service. Surcharges will be charged to the billed party based on the billing method chosen by the party placing the call.
- (C) Calls placed using the Company's complex voice long distance calling card. Surcharges will be charged to the Customer's calling card.
- (D) Calls placed to a BellSouth<sup>®</sup> Toll-Free service. Surcharges will be billed to the Toll-Free service Customer rather than the party originating the call.

The applicable per call surcharge can be found in the Section 3.3 of this tariff.

#### **2.4.2 Primary Interexchange Carrier (PIC) Change Charge**

The Company may, at its option, elect to incur the PIC change charge on the Customer's behalf for new Customers who presubscribe their intrastate service, for certain products in this tariff, to the Company through Company-designated sales channels for Company-designated marketing campaigns and where the appropriate arrangements are in place between the Company and the eligible Customer's local exchange carrier. In the event that no such arrangements are in place, the Company may, at its option, reimburse the Customer, or issue the appropriate credits on the Customer's invoice upon the Customer's proof of payment of such PIC change charges.

## **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### **2.5 Toll Blocking**

The Company may cause to have blocked, access to all toll providers for nonpayment of regulated toll charges, so long as the blocked Customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Public Utilities Commission of Ohio's (P.U.C.O.) rules.

The Company may not deny establishment of 1+ presubscribed toll service on the grounds that the Customer has failed to establish creditworthiness, if:

- (A) the customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio's (P.U.C.O.) rules, or
- (B) the Company exercising its own discretion, does not require the Customer to establish creditworthiness (through any of the means available for doing so under the P.U.C.O.'s rules), or
- (C) the Company attempts to require the Customer to establish creditworthiness using credit establishment procedures which do not comport with the P.U.C.O.'s credit establishment policies and/or are not set forth within a P.U.C.O. approved tariff.

When a prospective Customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select the Company as his or her 1+ carrier of choice, the Company may, subject to the P.U.C.O.'s tariffed toll deposit policies and the Commission's rules on establishment of service (See Rules 4901:1-5-13 and 4901:1-5-14, Ohio Administrative Code, [O.A.C.]), require a deposit for toll service. This deposit shall be in accordance with Rule 4901:1-5-13 (B), O.A.C., but the Company, may negotiate a lower deposit.

The Company may furnish credit information, acquired from the Company's own experiences with the Customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. The Company will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

Upon payment by the Customer of all past due toll debt to the Company, the Company will notify the Customer's local carrier that the block can be lifted and all 1+ dialing capabilities, including 10-XXX, will be restored.

### **SECTION 3.0 – RATES AND CHARGES**

#### **3.1 Return Check Charge**

A charge will apply whenever a check, draft, or electronic funds transfer presented for payment for service is not accepted by the institution on which it is written.

Return Check Charge:	\$20.00
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#### **3.2 Late Payment Charge**

Interest at the lesser of a rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, shall be charged on any amount remaining unpaid, including late payment charges, at the time the next bill is prepared.

#### **3.3 Pay Telephone Surcharge**

An undiscountable surcharge, as defined below, shall apply to each call originating from an instrument the Company identifies as a domestic Pay Telephone. Services for which a Pay Telephone Surcharge applies are defined in Section 2.4.1 of this tariff.

Residential and Non-Complex Business Per Call Surcharge:	\$0.65
Complex Business Per Call Surcharge:	\$0.60

BELLSOUTH LONG DISTANCE, INC.  
D/B/A  
AT&T LONG DISTANCE SERVICE

**EXHIBIT C**

**SUMMARY OF CHANGES**

## Exhibit C

### BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service

#### Narrative of Tariff Changes

P.U.C.O. Tariff No. 6 replaces P.U.C.O Tariff No. 5 in its entirety. The following pages have been deleted in P.U.C. Tariff No. 6 and are being posted on the Company's web site of [www.bellsouth.com/longdistance](http://www.bellsouth.com/longdistance).

<u>Section</u>	<u>Pages Removed</u>	<u>Language/Service Removed</u>
2 - Rules and Regulations	16	Deletes Section 2.1 - Undertaking of the Company
	17	Deletes Section 2.2 - Limitations of Service
	18 - 21	Deletes Section 2.3 - Limitations on Liabilities
	22, 23	Deletes Section 2.4 - Cancellation or Discontinuance of Service by the Company
	24	Deletes Section 2.5 - Cancellation or Termination of Service by the Customer; & Section 2.6 – Restoration of Service
	30	Deletes Section 2.10 - Taxes
	31	Deletes Section 2.11 – Terminal Equipment; & Section 2.12 – Interconnection
	32	Deletes Section 2.13 – Inspection, Testing and Adjustment
	33	Deletes Section 2.14 – Interruption of Service
	34	Deletes Section 2.15 – Trade Names, Trademarks, Service Marks and Registered Marks
3 - Description of Service	38	Deletes Service Description
	39	Deletes Timing of Calls
	40	Deletes Rate Periods
	41 - 45	Deletes Calculation of Distance
	46	Deletes One Plus Service description
	47 - 50	Deletes Travel Services description
	51	Deletes Directory Assistance description
	52	Deletes Inbound Long Distance Service, Private Line Service, Dedicated Access Service descriptions
4 - Rates and Charges	53 - 57	Deletes generic language
	58 - 61	Deletes Travel Services
	62	Deletes Directory Assistance
6 - Complex Voice Services	72 - 85	Deletes entire section
7 - Private Line Service	86 - 101	Deletes entire section
8 - Dedicated Access Service	102 - 122	Deletes entire section
9 - Integrated Service Packages	123 - 138	Deletes entire section
10 - Supplemental Charges	139 - 142	Deletes entire section
11 - Contracts for Service	143 - 155	Deletes entire section
12 - Customized Pricing Arrangements	156 - 211	Deletes entire section
100 - Obsolete Service Offerings	212	Deletes entire page/section



BELLSOUTH LONG DISTANCE, INC.  
D/B/A  
AT&T LONG DISTANCE SERVICE

**EXHIBIT D**

**EXPLANATION OF COMPLIANCE WITH RULE  
4901:1-6-05(G)(3) REGARDING DISCLOSURE OF RATES, TERMS AND CONDITIONS FOR  
DETARIFFED SERVICES**

Web Address, and Company physical address where Customers may obtain copies of the materials and publications in Compliances with Rules 4901:1-6-05(G)(4) and 4901:1-6-05(G)(3).

*Rates, terms and conditions for BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service can be located on the Company's website [www.bellsouth.com/longdistance](http://www.bellsouth.com/longdistance). Copies may also be obtained at the Company's main office at 2180 Lake Boulevard NE, Suite/Floor 5C48, Atlanta, Georgia 30319-6004.*

BELLSOUTH LONG DISTANCE, INC.  
D/B/A  
AT&T LONG DISTANCE SERVICE

**EXHIBIT E**

**CUSTOMER NOTICE**

Copy of the Customer Notice of detariffing and related changes (4901:1-06-16(B) to include where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).

Job # - SL15451 OH Detariffing

February XX, 2008

Dear Valued AT&T Customer:

Beginning on April 1, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service will no longer be on file at the Public Utilities Commission of Ohio (PUCO). This applies to all in-state business voice long distance services.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. AT&T Long Distance Service must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's service offerings in a pricing and service guide online at [www.bellsouth.com/longdistance](http://www.bellsouth.com/longdistance) beginning April 1, 2008 or you can request a copy of this information by contacting the company at 1-800-895-2222 or your Account Representative.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions. Contract specific terms and conditions will continue to apply to service under a term contract.

If you have any questions about this matter, please call AT&T at the toll free number 1-800-895-2222 or contact your Account Representative.

Sincerely,

AT&T Long Distance Service

BELLSOUTH LONG DISTANCE, INC.  
D/B/A  
AT&T LONG DISTANCE SERVICE

**EXHIBIT F**  
**CUSTOMER NOTICE AFFIDAVIT**

## CUSTOMER NOTICE AFFIDAVIT

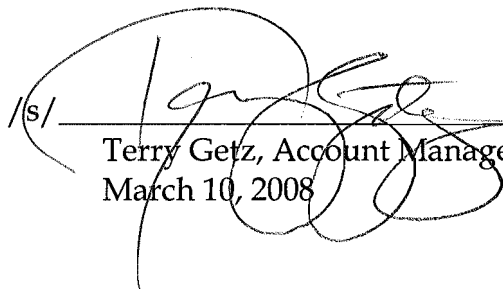
STATE OF: New Jersey

COUNTY OF: Morris

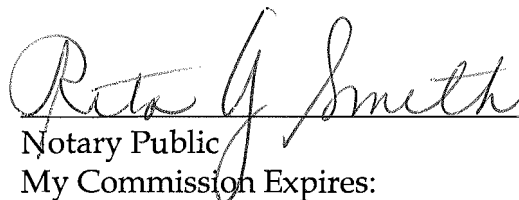
### AFFIDAVIT

I, Terry Getz, Account Manager at RedmondBCMS, am an authorized agent 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 the Customer Notice accompanying this affidavit was sent to affected customers via direct mail beginning on February 22, 2008 in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 22, 2008 at RedmondBCMS, 75A Lackawanna Avenue, Parsippany, NJ 07054 in Morris County, NJ.

/s/   
Terry Getz, Account Manager - RedmondBCMS  
March 10, 2008

Subscribed and sworn to before me this March 10, 2008.

  
Notary Public  
My Commission Expires:

RITA Y. SMITH  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 11, 2009

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**4/1/2008 2:32:25 PM**

**in**

**Case No(s). 08-0377-TP-ATA**

Summary: Application BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service OH  
Detariffing Application electronically filed by Ms. Kathy Steinke on behalf of BellSouth Long  
Distance, Inc. d/b/a AT&T Long Distance Service