

BellSouth Telecommunications, Inc.
150 South Monroe Street
Suite 400
Tallahassee, Florida 32301

marshall.criser@bellsouth.com

April 15, 2004

Beth Salak, Director
Competitive Markets and Enforcement
Attn: Tariff Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Pursuant to Florida Statute 364.051, we are filing herewith revisions to our General Subscriber Service Tariff and Private Line Service Tariff. Following are the affected pages:

	<u>General Subscriber Service Tariff</u>
Section A2	- 1st Revised Page 23
Section A3	- 2 nd Revised Page 134
Section A29	- 1st Revised Page 3
Section A32	- 1st Revised Page 2
Section A40	- 1st Revised Page 22
Section A47	- 1st Revised Page 3
Section B2	- 2nd Revised Page 21
Section B7	- 2nd Revised Page 1
	- 3rd Revised Page 14
	- 3rd Revised Page 39
	- 2nd Revised Page 61
	- 1st Revised Page 68

The purpose of this filing is to introduce auto renewal language in BellSouth's main term agreement programs. In addition, BellSouth will make modifications how line connection charges and taxes are applied.

Acknowledgement, date of receipt and authority number of this filing are requested.

Your consideration and approval will be appreciated.

Yours truly,

Marshall M. Marshall M. Criser III (slg)

Marshall M. Criser III
Vice President-Regulatory/Bellsouth

Attachment

Marshall M. Criser III
Vice-President
Regulatory & External Affairs

(850) 224-7798
Fax (850) 224-5073

**Executive Summary
CCFB Term Plan Revisions
Tariff Package FL-2005-052**

Auto Renewal Language

BellSouth has been enrolling customers under term election agreements since 2000. As the terms associated with the election agreements expire, customers revert back to tariff rates. Although BellSouth has a multi-touch program to notify these customers that they are about to expire and need to sign a new agreement, many customers have complained at the increase in their monthly bill once the Program has expired. For this reason, BellSouth proposed to add auto renewal language in our main term agreement programs to help extend their rewards to avoid the customer dissatisfaction when their charges revert to tariff rates. For customers that do not wish to have their term election agreement renew automatically at the end of their term, we provide a form the customer can sign to opt out of the additional term. BellSouth will include the auto renewal provisions in contracts for customers that sign an agreement beginning with May 1, 2005.

Line Connection Waiver

BellSouth also proposes to waive the line connection charge for customers adding new lines to BellSouth. Currently new customers enrolling in the CCB Term Plan are responsible for the line connection charges while other New Customer offers in SBS waive these charges.

Change to a Discount Program

BellSouth will modify its discount program to allow customer to only pay taxes on the billed amount after the discount has been deducted. This provides a better value to the customer and a simplified bill.

Revenue Impact

BellSouth will cover its cost for these term plans.

A2. GENERAL REGULATIONS⁴

(N)(T)

A2.4 Payment Arrangements and Credit Allowances (Cont'd)

A2.4.10 Payment Plans for Contract Services (Cont'd)

F. Moves of Equipment (Cont'd)

2. Customer requests for moves of service(s) under PPCS, other than inside moves, will be subject to the conditions stated in M. following.

G. Requests for Changes in Length of Optional Payment Period

1. Subsequent to the establishment of a contract with a PPCS 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 PPCS effective date.
 - (3) No termination charge applies for the remaining portion of the former payment period.
 - (4) Nonrecurring charges will not be reapplied.
 - (5) A service charge will not apply.
 - 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 PPCS effective date.
 - (3) A termination charge applies for the remaining portion of former payment period.
 - (4) Nonrecurring charges will not be reapplied.
 - (5) A service charge will not apply.

H. Renewal Options

1. The customer has the following renewal options:
 - a. Prior to completion of the current payment period, any period available under the PPCS may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
 - b. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, 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 appropriate regulatory authority.
 - c. ~~e-~~If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in b. preceding.
 - d. The Company shall provide subscribers written and/or verbal notification within 180 days prior to expiration of the original term of any Letter of Election executed after May 1, 2005. Upon expiration, the Letter of Election shall automatically renew for an additional one-year term under the same rates, terms and conditions in effect under the original Letter of Election, unless the Subscriber or the company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term.

(N)

~~**Note 1:** Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this Filing.~~

A3. BASIC LOCAL EXCHANGE

A3.45 Complete Choice[®] For Business Package (Cont'd) (T)

A3.45.2 Rates and Charges (Cont'd)

- B. Service charges specified in Section A4 of this Tariff are applicable for the installation of new lines at the subscriber's premises. These charges are not applicable for existing customers who wish to move from an existing line to a Complete Choice[®] for Business package. (T)
- C. Service charges do not apply for transactions which only involve additions, deletions or changes to the services or features provided as part of a Complete Choice[®] for Business package. (T)

A3.45.3 Term Plan

- A. The Complete Choice[®] For Business package Term Plan is available for any business customer who subscribes to a Complete Choice[®] For Business package. (T)
- B. For a Term Plan election dated prior to October 1, 2002, the Complete Choice[®] For Business package Term Plan offers discounts off rates shown in A3.45.2 of this Tariff preceding. For a Term Plan election dated on or after October 1, 2002, the Complete Choice[®] for Business package Term Plan offers the rewards specified in D. following that apply to the rates shown in A3.45.2 of this Tariff preceding. **For a Term Plan election dated on or after May 1, 2005, the Complete Choice for Business package Term Plan offers discounts off rates shown in A3.45.2 preceding.** (C)
- C. A termination liability will be assessed to subscribers who terminate the service prior to the expiration of the term commitment. For a Complete Choice[®] for Business package Term Plan election dated prior to October 1, 2002, the amount to be assessed will be equal to the amount of the discounted charges that the subscriber had received as a result of the subscriber's participation in the Term Plan. For a Complete Choice[®] for Business package Term Plan election dated on or after October 1, 2002, the amount to be assessed will be equal to five dollars multiplied by the number of months remaining on the term. (T)
- D. The Complete Choice[®] For Business package Term Plan discounts or rewards, and termination multipliers are as follows: (T)

	Term	Discount or Reward	Termination Multiplier		
1.	For Term Plan elections dated on or after July 1, 2003	12 months	8%	\$20.00	(N)
2.	For Term Plan elections dated on or after July 1, 2003	24 months	15%	\$20.00	(N)
3.	For Term Plan elections dated on or after July 1, 2003	36 months	25%	\$20.00	(N)
4.	For Term Plan elections dated prior to July 1, 2003	24 months	5%	\$5.00	(T)
5.	For Term Plan elections dated prior to July 1, 2003	36 months	8%	\$5.00	(T)

- E. A customer who has twelve months or less remaining on a Complete Choice[®] for Business package Term Plan of the type specified in D.4. or D.5. preceding or any other BellSouth Small Business Services local exchange service term plan, program or promotion that includes provisions for a termination liability may terminate the qualifying existing plan, program or promotion without incurring termination liability by establishing a new Complete Choice[®] for Business package Term Plan election that provides a number of business access lines equal to or greater than the terminated plan, program or promotion. (N)(T)
- F. Subscribers who participate in the Term Plan and subscribe to new service during the term under the Complete Choice for Business package, will not be billed for the line connection charges and change in service charges, if applicable, associated with the service order. This only includes the Line Connection Charge (first and additional lines) and the Charge for Change in Service, if applicable. (N)
- G. For a Term Plan election dated on or after May 1, 2005, unless the Subscriber notifies BellSouth in writing of its intent not to renew for another like term under the Program at least sixty (60) days prior to expiration, then upon expiration of the initial term, this Subscriber term election agreement shall automatically renew for another term as initially selected. BellSouth will provide written and/or verbal reminders to the Subscriber of the Subscriber term election agreement expiration date and the automatic renewal provision beginning approximately one hundred eighty (180) days prior to its expiration, depending upon the Subscriber's billing cycle. For a Term Plan election dated prior to May 1, 2005, if the Subscriber does not renew the Subscriber Election agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full tariffed charges for services. (N)

TELECOMMUNICATIONS, INC.

FLORIDA

ISSUED: ~~April 15, 2005~~ July 1, 1996

EFFECTIVE: May 1, 2005 ~~July 15, 1996~~

BY: Joseph P. Lacher, President -FL

Miami, Florida

A29. DATA TRANSPORT SERVICE⁴

(N)(T)

A29.1 Derived Data Channel Service (Cont'd)

A29.1.2 Regulations (Cont'd)

C. Application of Rates (Cont'd)

- 4. Nonrecurring charges specified herein include service ordering and installation charges.
- 5. Derived Data Channel Service is available on a month-to-month basis or under contract plan periods of twenty-four to forty-two months and forty-three to sixty months. The following conditions apply for the contract plans:
 - a. Rates under contract plans will not be increased by Company initiative until the contract period expires. Rates in effect at the time the service is installed and/or as of the service order application date, will be applicable until the contract expires. At the expiration date of the customer's contract plan option, the customer may select a new contract option at the current rates, ~~or revert to current rates on a month to month basis.~~ If the customer does not select a new contract option or does not request discontinuance of service, service will be continued under the terms specified in A2.4.10.H of this Tariff.
 - b. A termination charge is applicable at the date of termination if the customer disconnects the service prior to fulfilling the period of the contract plan. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract period times the monthly rate provided under contract.

(C)

A29.1.3 Rates and Charges

A. Derived Data Channel Service

1. Derived Data Channel

	Nonrecurring Charge	to Month	Month 42 Months	Month 24 to 60 Months	43 to USOC DAXPC
(a) Per channel at 2.4 Kbps	\$170.00	\$17.00	\$13.50	\$11.00	
2. DS0-B Interface					
(a) Per group of twenty channels at 2.4 Kbps each	90.00	70.00	65.00	62.00	DAXP1
3. DS0-B Transport Facility					
(a) Per group of twenty channels at 2.4 Kbps each	175.00	70.00	55.00	45.00	DAXP2

B. Move Charges

2. Moves

- a. A move involves a change in the physical location of one of the following:
 - (1) The point of interface at the customer premises.
 - (2) The customer's premises.
- b. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.
 - (1) Moves Within the Same Building

~~Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.~~

TELECOMMUNICATIONS, INC.

FLORIDA

ISSUED: ~~April 15, 2005~~ July 1, 1996

BY: Joseph P. Lacher, President -FL

Miami, Florida

EFFECTIVE: May 1, 2005

July 15, 1996

A32. INTEGRATION PLUS* MANAGEMENT SERVICES (IPMS)⁴

(N)(T)

A32.1 Integration Plus* Management Services (IPMS) Description (Cont'd)**A32.1.1 General (Cont'd)****D. Payment Schedules (Cont'd)****2. Expiration of Payment Period (Cont'd)****a. IPMS customers must upon the expiration of their payment period: (Cont'd)**(1) Select a new payment period as offered in the current tariff, or^{2 1} (T)(2) ~~Revert to the current tariff rates for the one month payment option if the customer does not select a new payment period.² (DELETED)~~ (D)(3) If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in A2.4.10 (H) of this Tariff. (N)**b. An IPMS customer may at any time during the selected payment period resubscribe for an equal or longer payment period at the current tariff rates subject to the following conditions:**

(1) No credit will be given for payments made during the formerly selected period. Nonrecurring charges and installation charges will not be reapplied.

(2) The new payment period begins with the billing date following the date the new payment period is requested.

(3) No termination charge applies for the former payment period.

(4) A Service Ordering charge as specified in Section A4. of this Tariff will apply.

c. An IPMS customer may at any time during his selected payment period resubscribe for a payment period, shorter in length 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. Nonrecurring charges and installation charges will not be reapplied.

(2) The new payment period begins with the date requested.

(3) A termination charge will be applied which represents the remaining amount of the longer contract less the total amount of the shorter contract. (Difference is the remaining amount of the original contract and the total amount to be paid with the shorter contract.)

(4) A Service Ordering charge as specified in Section A4. of this Tariff will apply.

3. Termination Liability**a. The Termination Liability for IPMS is dependent upon the payment period selected by the customer.**

(1) One Month Payment Plan - There is no termination liability for this option other than the initial service period as specified in 1. preceding.

(2) Term Payment Plan Option - 90 percent of the remaining amount due.

~~**Note 1:** Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.~~**Note 1:** A Service Ordering charge as specified in Section A4. of this Tariff will apply.

A40. FAST PACKET TRANSPORT SERVICES⁴

(N)(T)

A40.10 Fast Packet Services Payment Plan (Cont'd)

A40.10.5 Requests for Changes in Length of Optional Payment Period

- A. Subsequent to the establishment of a contract with a Fast Packet SPP period, and prior to the completion of that period, the existing payment period may be replaced by:
1. 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:
 - a. No credit will be given for payments made during the formerly selected period.
 - b. The new payment period begins with the new Fast Packet SPP effective date.
 - c. No termination charge applies for the remaining portion of the former payment period.
 - d. Nonrecurring charges will not be reapplied.
 - e. A service order charge will not apply.
 2. 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:
 - a. No credit will be given for payments made during the formerly selected period.
 - b. The new payment period begins with the new Fast Packet SPP effective date.
 - c. A Termination Liability Charge applies for the remaining portion of the former payment period.
 - d. Nonrecurring charges will not be reapplied.
 - e. A service order charge will not apply.

A40.10.6 Renewal Options

- A. The customer has the following renewal options:
1. Prior to completion of the current payment period, any period available under the Fast Packet SPP may be selected at the rates in affect 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. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, 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 regulatory authority.
 3. If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at a monthly rate currently in effect for the month-to-month payment rate under the terms specified in A.2 preceding.
 4. The Company shall provide subscribers written and/or verbal notification within 180 days prior to expiration of the original term of any Letter of Election executed on or after May 1, 2005. Upon expiration, Letters of Election executed on or after May 1, 2005, shall automatically renew for an additional one-year term under the same rates, terms and conditions in effect under the original Letter of Election, unless the Subscriber or the Company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term. (N)
- B. Service connection charges are not applicable for rate elements renewed under the Fast Packet SPP. Any new rate elements added at the time of renewal will be subject to all appropriate service connection charges and other nonrecurring charges.
- C. The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.

~~Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.~~

FLORIDA

ISSUED: April 15, 2005-April 28, 2000

EFFECTIVE: May 1, 2005-May 15, 2000

BY: Joseph P. Lacher, President -FL
Miami, Florida

A47. BELLSOUTH[®] REMOTE ACCESS SERVICE

(N)(T)

A47.1 BellSouth[®] Remote Access Service (Cont'd)

(N)(T)

A47.1.2 Regulations (Cont'd)

(N)

C. Provisions of Service

(N)

Rates and charges contained in this section of the Tariff consist of the following elements:

(N)(T)

1. BellSouth[®] RAS one-way ports
 - 10,000 – 29,999 Ports, each
 - 30,000 – 59,999 Ports, each
 - 60,000 – 89,999 Ports, each
 - 90,000 – 149,999 Ports, each
 - 150,000 – 199,999 Ports, each
 - 200,000 – 299,999 Ports, each
 - 300,000 or greater Ports, each

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

2. Transfer of Service Charge

(N)

D. Contract Plans

1. BellSouth[®] RAS is provided under conditions specified in Payment Plans for Contract Services, A.2.4.10 of this Tariff with the following exceptions.
2. BellSouth[®] RAS is available under volume and term payment periods for 12 Months, 24 Months, 36 Months, or 48 or Greater Months. For contracts greater than a 48 month service period, the 48 month rate applies.
3. At the end of any BellSouth RAS contract, customers may continue service under a new contract or on a month-to-month basis. *If upon completion of a payment period option the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in A.2.4.10.H of this tariff.*
4. When a BellSouth[®] RAS is disconnected prior to the expiration of a selected service period as a result of a change of Tariff jurisdiction, Termination Liability Charges will apply.
5. In the event that all or any part of a BellSouth[®] RAS is disconnected at a customer's request prior to expiration of any selected payment period, the customer will be required to pay a termination charge as follows:
 - a. For 1 and 2 year terms the applicable charge is equal to the number of months remaining in the rate stabilized service period times 100 percent of monthly rates for BellSouth[®] RAS ports.
 - b. For 3 and 4 year terms the applicable charge is equal to the number of months remaining in the rate stabilized service period times 75 percent of monthly rates for BellSouth[®] RAS ports.
6. Additions of ports are allowed as specified in B.4. preceding.
7. Subsequent to the establishment of a BellSouth[®] RAS contract, and prior to the completion of that period, the existing payment period may be extended to a longer service period. Nonrecurring charges will not be reapplied.

(N)(T)

(N)(T)

(N)(C)

(N)(T)

(N)(T)

(N)(T)

(N)(T)

(N)

(N)(T)

~~ISSUED: April 15, 2005~~ ~~October 21, 1996~~

EFFECTIVE: May 1, 2005 ~~November 5, 1996~~

BY: Joseph P. Lacher, President -FL
Miami, Florida

B2. REGULATIONS

(T)

B2.4 Payment Arrangements and Credit Allowances (Cont'd)

B2.4.9 Optional Payment Plan (Cont'd)

A. Channel Services Payment Plan (Cont'd)

6. Requests for Changes in Length of Optional Payment Period

(M)(T)

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

(1) 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:

- No credit will be given for payments made during the formerly selected period.
- The new payment period begins with the new CSPP effective date.
- No termination charge applies for the remaining portion of the former payment period.
- Nonrecurring charges will not be reapplied.
- A service order charge will not apply.

(2) 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:

- No credit will be given for payments made during the formerly selected period.
- The new payment period begins with the new CSPP effective date.
- A termination charge applies for the remaining portion of former payment period.
- Nonrecurring charges will not be reapplied.
- A service order charge will not apply.

7. Renewal Options

a. The customer has the following renewal options:

(1) Prior to completion of the current payment period, any period available under the CSPP may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.

(2) Service may be continued on a month-to-month basis at the current rate for the one-month payment period, 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 appropriate regulatory authority.

~~(3)~~ (3) If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in (2) preceding.

(4) The Company shall provide subscribers written and/or verbal notification within 180 days prior to expiration of the original term of any Letter of Election executed after May 1, 2005. Upon expiration, the Letter of Election shall automatically renew for an additional one-year term under the same rates, terms and conditions in effect under the original Letter of Election, unless the Subscriber or the company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term.

(N)

b. Service connection charges are not applicable for services renewed under the CSPP. Any new channel equipment and/or facilities added to a customer's network at the time of renewal will be subject to all appropriate service connection charges and other nonrecurring charges.

Material appearing on this page previously appeared on page(s) 20 of this section.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

B7. DIGITAL NETWORK SERVICE

(4)

B7.1 MegaLink[®] Service

(T)

B7.1.1 General

- A. MegaLink[®] service is furnished for Private Line IntraLATA Communications by the Company. (T)
- B. MegaLink[®] service is a service for the transmission of digital signals only and using only digital transmission facilities. (T)
- C. MegaLink[®] service provides for the simultaneous two-way transmission of isochronous digital signals at DS1 speeds of 1.544 Mbps, where facilities are available. (T)
- D. To ensure satisfactory operation, the terminal equipment provided by the customer must be compatible with the MegaLink[®] service channel facility provided by the Company. The technical specifications and standard network interfaces for MegaLink[®] service are contained in BellSouth Services Technical Reference Publication 73525. This publication is available from BellSouth Services Documentation Operations, North W5A1, 3535 Colonnade Parkway, Birmingham, Alabama 35243. (T)
- E. Unless specified following, the regulations for MegaLink[®] service specified herein apply in addition to the regulations set forth in Section B2. preceding. (T)
- F. The rates specified for MegaLink[®] service in B7.1.3 following contemplate the provision of a digital quality facility utilizing existing interoffice carrier equipment and/or exchange cable facilities compatible with this service. If such equipment, new facilities or changes to existing facilities are required for the provision of this service, a special construction charge as specified in Section B5. of this Tariff will apply in addition to the rates for MegaLink[®] service. (T)

B7.1.2 Regulations

- A. Description of Service
 - 1. MegaLink[®] service is furnished for the simultaneous two-way transmission of serial, Bipolar Return-to-Zero (BPRZ) isochronous digital signals, except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format, at a speed of DS1/1.544 Mbps between two-points located within a LATA. (T)
 - 2. Multipoint service is not available.
 - 3. MegaLink[®] service is available on a month-to-month basis or under variable rate periods with rates based on lengths of 36 months, 60 months or 84 months, under conditions specified in B2.4 of this Tariff except for the terms and conditions stated in B2.4.9.A.7. (C)
 - 4. Connection of DS1/1.544 Mbps communications systems provided by others may be made on a permissive basis as provided for in Section B2. The Company does not represent its MegaLink[®] service as adapted for such connections, and shall not be responsible for the through transmission of signals, or the quality of such transmission on such connections. (T)
 - 5. A Channel Service Unit (CSU) or appropriate Termination Equipment (TE) provided by the customer is required at a customer's or authorized user's premises to perform such functions as:
 - proper termination of the service
 - amplification
 - signal shaping
 - remote loop-back

(M)

Material appearing on this page previously appeared on page(s) 2 of this section.

TELECOMMUNICATIONS, INC.

Cancels Second Revised Page 14

FLORIDA

First

ISSUED: April 15, 2005 ~~March 8 2002~~

EFFECTIVE: May 1, 2005

BY: Joseph P. Lacher, President -FL

~~March 23, 2002~~

Miami, Florida

B7. DIGITAL NETWORK SERVICE**B7.2 SynchroNet[®] Service (Cont'd)**

(T)

B7.2.2 Regulations (Cont'd)**D. Connections (Cont'd)**

6. Responsibility of the Company (Cont'd)

a. (Cont'd)

- damage to terminal equipment or communications systems provided by a customer or authorized user due to testing.

b. The Company shall not be responsible to the customer or user if changes in any of the facilities, operations or procedures of the Company utilized in the provision of SynchroNet[®] service render any facilities or equipment provided by a customer or user obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance. (T)

c. The Company undertakes to maintain and repair the facilities which it furnishes. The customer or user may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company without prior written consent of the Company.

d. The Company has set a design objective of 99.5% error free seconds of operations at all speeds with SynchroNet[®] service. This objective does not apply when the Data Over Voice Channel option is used in a circuit design. (T)

e. The Data Over Voice Channel is provided subject to the availability of appropriate network facilities and equipment and subject to the transmission limitations of facilities and equipment used by the Company.

f. The Company is authorized to provide SynchroNet[®] service for use in application testing subject to the regulations set forth in B2.1.16. Up to three each of SynchroNet[®] service local channels, node channel terminations, interoffice channels and bridging service rate elements may be utilized in a typical applications test configuration. The Company is authorized to deviate from this average in order to fully participate in an application test with a customer which cannot otherwise be performed to the customer's satisfaction. (T)

E. Contract Plans

(E)

1. SynchroNet[®] service is offered under contract plan periods as described in a. and b. following. (T)(M)

a. Twenty-four to forty-two month contract plan - payment periods may be selected from twenty-four months to forty-two months. (M)

b. Forty-three to sixty month contract plan - payment periods may be selected from forty-three to sixty months. (M)

2. The contract plans are available under conditions specified in the Channel Services Payment Plan in B2.4 of this Tariff except as follows. Increases under contract rate plans are subject to the stipulations of 3. following. (M)

3. SynchroNet[®] service rates under contract plans will not be increased by Company initiative until the contract period expires. Rates in effect at the time the service is installed and/or when the Company is notified in writing of the subscriber's choice of payment period options, will be applicable until the contract plan expires except as specified in B2.4.9. At the expiration date of the customer's payment period option, the customer may select a new payment period option at the current rates, ~~or revert to current rates on a month to month basis.~~ If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.9.A .7 of this Tariff. (C)(M)

Material appearing on this page previously appeared on page(s) 1 of section 107.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

[®]Registered Service Mark of BellSouth Intellectual Property Corporation

Legislative Format
Not for Approval

B7. DIGITAL NETWORK SERVICE

B7.4 LightGate[®] Service (Cont'd)

(T)

B7.4.2 Application of Rates (Cont'd)

- I. LightGate[®] service rates under contract will not be increased by Company initiative until the contract period expires. Those monthly rates for LightGate[®] service in effect at the time the service is installed and/or as of the service order application date, will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period option at current contract rates or revert to current rates on a month-to-month basis. **If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.9.A.7 of this Tariff.** (C)(T)
- J. A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract times the monthly rates for the LightGate[®] service rates which are provided under contract, and are subject to the exemptions of 1. following. (T)(T)
1. No Termination Liability Charge will be applicable for the LightGate[®] service System when the customer renegotiates a new contract for the same system at the same location(s) for a period of time greater than the time remaining on the existing contract. (T)
- K. Transfer of service responsibility between customers is permitted subject to payment of a Transfer Charge as determined on an individual case basis. (T)

B7.4.3 Digital Architecture and Definitions

- A. Digital Architecture
1. LightGate[®] services differ in provisioning method and numbering format from single channel services. These services will be available from the Company on a link (partial channel) basis rather than as an end-to-end service. This architecture is intended to promote more efficient connectivity of analog and digital networks in the future. (T)

Legislative Format
Not for Approval

EFFECTIVE: ~~May 1, 2005~~ ~~May 28, 2004~~

B7. DIGITAL NETWORK SERVICE

B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing[®]) Service (Cont'd) (T)

B7.7.2 Application of Rates (Cont'd)

G. (Cont'd) (T)

3. A termination liability charge will be applicable if services provided under a CSPP arrangement are disconnected prior to the end of the chosen service period. The applicable charge is equal to the number of months remaining in the rate stabilized service period times sixty percent of the monthly rates for SMARTRing[®] service which include all Nodes, Channel Interfaces, Local Channels, Alternate Central Office Channels, Internodal Channels and/or Interoffice Channels provided under the CSPP arrangement. For services under the month-to-month payment plan, a termination charge is equal to the number of months remaining in the twelve month minimum times the month-to-month rates in effect for SMARTRing[®] service at the time of termination. (T)
4. When a service period under an existing CSPP arrangement is completed and a customer elects to revert to a month-to-month payment option, no minimum period is applicable. **If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.9.A.7 of this Tariff.** (C)
5. Additions of services or rate elements, for activating spare or unused capacities of a SMARTRing[®] service under a CSPP arrangement, must be activated at the same rates and charges specified under the existing CSPP arrangement. Channel interfaces may be ordered as specified in 1. preceding. (T)
6. Additions of services or rate elements, i.e. new local channels, interoffice channels, etc., other than for activating spare or unused capacities, must be under a new CSPP arrangement at rates and charges as specified in 1. preceding. The new CSPP arrangement must be at least 24 months and must be coterminous with the CSPP arrangement for the existing SMARTRing[®] service. (T)
7. All customers ordering a new SMARTRing[®] service or upgrading existing SMARTRing[®] service under a Channel Services Payment Plan (CSPP) by September 30, 1995, with a Service Establishment Date of no later than February 21, 1996, will benefit from a special promotional offering to waive nonrecurring charges associated with ring level billing. (T)
All SMARTRing[®] service customers under a Special Service Arrangement contract, where the service has not been installed as of May 30, 1995, will benefit from the special promotional offering to waive nonrecurring charges associated with ring level billing. (T)
Ring level billing is defined as billing for the following rate elements: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node. Billing for Customer Channel Interfaces and Central Office Channel Interfaces recurring and nonrecurring charges will be effective upon activation to the SMARTRing[®] service. (T)
In addition, termination liability charges are also waived for upgrades to SMARTRing[®] services, under the terms and conditions set forth in B2.4.9 preceding. Specific requirements must be satisfied in order for charges to be waived as follows: (T)
 - a. Nonrecurring charges set forth in B3.3 of this Tariff will be waived when a customer reconfigures existing Company provided network services that are groomed or rolled over onto a new SMARTRing[®] service or upgraded from existing SMARTRing[®] service. (T)

B7. DIGITAL NETWORK SERVICE⁴

B7.8 SMARTPathSM Service (Cont'd)

B7.8.2 Regulations (Cont'd)

A. Description of Service (Cont'd)

3. The performance guarantee for SMARTPathSM service is as follows: (Cont'd)
 - b. Service Continuity - in the event of primary facility failure, service is guaranteed to switch to an alternate facility path in sixty seconds or less. Failure to meet this guarantee will result in a credit as described in B7.8.2.E.2. following where the trouble is in the network on public right-of-way.

B. Definitions

SMARTPathSM service Area Connection

The SMARTPathSM service Area Connection provides for the connection at the designated premises where the customer gains access to SMARTPathSM service and transport to a designated junction in the same SMARTPathSM service Area.

SMARTPathSM service Area Junction

The SMARTPathSM service Area Junction provides for the connection between the SMARTPathSM service network and (1) another customer designated premises, in the same SMARTPathSM service Area or (2) a serving wire center in the same SMARTPathSM service Area for connection to (a) DS1 Basic Channelization, FlexServ service, or LightGate service, or (b) a SMARTPathSM service Area Junction of another SMARTPathSM service Area in the same Metropolitan Area.

C. Application of Rates

1. Monthly rates and charges as specified in B7.8.3 following apply for each SMARTPathSM service. The transport provided within a SMARTPathSM service Area is provided at 1.544 Mbps. Rate categories include a SMARTPathSM service Area Connection, and a SMARTPathSM service Area Junction.
2. Recurring and nonrecurring charges apply for each SMARTPathSM service Area connection and SMARTPathSM service Area Junction Connection.
3. SMARTPathSM service is available under several payment plans: Month-to-month (with a 4 month minimum), Plan A (24-48 Months), Plan B (49-72 Months). Plan A and Plan B are provided under conditions specified in the Channel Services Payment Plan (CSPP), B2.4.9.B. preceding. **If upon completion of a payment period option the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.9.A.7 of this Tariff.**
4. The rates applicable to a month-to-month payment plan are subject to Company initiated changes. Rates stabilized under a CSPP arrangement are exempt from Company initiated increases, however, decreases for any rate element will automatically flow through to the customer.
5. A SMARTPathSM service performance credit, as specified in B7.8.2.E.2. will apply.

D. Connections

1. Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems may be connected to SMARTPathSM service when such connection is made in accordance with the provisions specified in 2. and 3. following.
2. Responsibility of the Company
 - a. The responsibility of the Company shall be limited to the furnishing and maintenance of SMARTPathSM service to a network interface on the customer's premises.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No change in rates or regulations were made in this filing.

A2. GENERAL REGULATIONS

(T)

A2.4 Payment Arrangements and Credit Allowances (Cont'd)

A2.4.10 Payment Plans for Contract Services (Cont'd)

F. Moves of Equipment (Cont'd)

2. Customer requests for moves of service(s) under PPCS, other than inside moves, will be subject to the conditions stated in M. following.

G. Requests for Changes in Length of Optional Payment Period

1. Subsequent to the establishment of a contract with a PPCS 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 PPCS effective date.
 - (3) No termination charge applies for the remaining portion of the former payment period.
 - (4) Nonrecurring charges will not be reapplied.
 - (5) A service charge will not apply.
 - 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 PPCS effective date.
 - (3) A termination charge applies for the remaining portion of former payment period.
 - (4) Nonrecurring charges will not be reapplied.
 - (5) A service charge will not apply.

H. Renewal Options

1. The customer has the following renewal options:
 - a. Prior to completion of the current payment period, any period available under the PPCS may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
 - b. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, 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 appropriate regulatory authority.
 - c. If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in b. preceding.
 - d. The Company shall provide subscribers written and/or verbal notification within 180 days prior to expiration of the original term of any Letter of Election executed on or after May 1, 2005. Upon expiration, the Letter of Election shall automatically renew for an additional one-year term under the same rates, terms and conditions in effect under the original Letter of Election, unless the Subscriber or the company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term.

(N)

A3. BASIC LOCAL EXCHANGE

A3.45 Complete Choice For Business Package (Cont'd)

A3.45.2 Rates and Charges (Cont'd)

- B. Service charges specified in Section A4 of this Tariff are applicable for the installation of new lines at the subscriber's premises. These charges are not applicable for existing customers who wish to move from an existing line to a Complete Choice for Business package. (T)
- C. Service charges do not apply for transactions which only involve additions, deletions or changes to the services or features provided as part of a Complete Choice for Business package. (T)

A3.45.3 Term Plan

- A. The Complete Choice For Business package Term Plan is available for any business customer who subscribes to a Complete Choice For Business package. (T)
- B. For a Term Plan election dated prior to October 1, 2002, the Complete Choice For Business package Term Plan offers discounts off rates shown in A3.45.2 *preceding*. For a Term Plan election dated on or after October 1, 2002, the Complete Choice for Business package Term Plan offers the rewards specified in D. following that apply to the rates shown in A3.45.2 *preceding*. **For a Term Plan election dated on or after May 1, 2005, the Complete Choice for Business package Term Plan offers discounts off rates shown in A3.45.2 preceding.** (C)
- C. A termination liability will be assessed to subscribers who terminate the service prior to the expiration of the term commitment. For a Complete Choice for Business package Term Plan election dated prior to October 1, 2002, the amount to be assessed will be equal to the amount of the discounted charges that the subscriber had received as a result of the subscriber's participation in the Term Plan. For a Complete Choice for Business package Term Plan election dated on or after October 1, 2002, the amount to be assessed will be equal to five dollars multiplied by the number of months remaining on the term. (T)
- D. The Complete Choice For Business package Term Plan discounts or rewards, and termination multipliers are as follows: (T)

	Term	Discount or Reward	Termination Multiplier
1. For Term Plan elections dated on or after July 1, 2003	12 months	8%	\$20.00
2. For Term Plan elections dated on or after July 1, 2003	24 months	15%	\$20.00
3. For Term Plan elections dated on or after July 1, 2003	36 months	25%	\$20.00
4. For Term Plan elections dated prior to July 1, 2003	24 months	5%	\$5.00
5. For Term Plan elections dated prior to July 1, 2003	36 months	8%	\$5.00

- E. A customer who has twelve months or less remaining on a Complete Choice for Business package Term Plan of the type specified in D.4. or D.5. preceding or any other BellSouth Small Business Services local exchange service term plan, program or promotion that includes provisions for a termination liability may terminate the qualifying existing plan, program or promotion without incurring termination liability by establishing a new Complete Choice for Business package Term Plan election that provides a number of business access lines equal to or greater than the terminated plan, program or promotion. (T)
- F. Subscribers who participate in the Term Plan and subscribe to new service during the term under the Complete Choice for Business package, will not be billed for the line connection charges and change in service charges, if applicable, associated with the service order. This only includes the Line Connection Charge (first and additional lines) and the Charge for Change in Service, if applicable. (N)
- G. For a Term Plan election dated on or after May 1, 2005, unless the Subscriber notifies BellSouth in writing of its intent not to renew for another like term under the Program at least sixty (60) days prior to expiration, then upon expiration of the initial term, this Subscriber term election agreement shall automatically renew for another term as initially selected. BellSouth will provide written and/or verbal reminders to the Subscriber of the Subscriber term election agreement expiration date and the automatic renewal provision beginning approximately one hundred eighty (180) days prior to its expiration, depending upon the Subscriber's billing cycle. For a Term Plan election dated prior to May 1, 2005, if the Subscriber does not renew the Subscriber Election agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full tariffed charges for services. (N)

A29. DATA TRANSPORT SERVICE (T)

A29.1 Derived Data Channel Service (Cont'd)

A29.1.2 Regulations (Cont'd)

C. Application of Rates (Cont'd)

4. Nonrecurring charges specified herein include service ordering and installation charges.
5. Derived Data Channel Service is available on a month-to-month basis or under contract plan periods of twenty-four to forty-two months and forty-three to sixty months. The following conditions apply for the contract plans:
 - a. Rates under contract plans will not be increased by Company initiative until the contract period expires. Rates in effect at the time the service is installed and/or as of the service order application date, will be applicable until the contract expires. At the expiration date of the customer's contract plan option, the customer may select a new contract option at the current rates. *If the customer does not select a new contract option or does not request discontinuance of service, service will be continued under the terms specified in A2.4.10.H of this Tariff.* (C)
 - b. A termination charge is applicable at the date of termination if the customer disconnects the service prior to fulfilling the period of the contract plan. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract period times the monthly rate provided under contract.

A29.1.3 Rates and Charges

A. Derived Data Channel Service

1. Derived Data Channel

	Nonrecurring Charge	Month to Month	24 to 42 Months	43 to 60 Months	USOC DAXPC
(a) Per channel at 2.4 Kbps	\$170.00	\$17.00	\$13.50	\$11.00	
2. DS0-B Interface					
(a) Per group of twenty channels at 2.4 Kbps each	90.00	70.00	65.00	62.00	DAXP1
3. DS0-B Transport Facility					
(a) Per group of twenty channels at 2.4 Kbps each	175.00	70.00	55.00	45.00	DAXP2

B. Move Charges

2. Moves

- a. A move involves a change in the physical location of one of the following:
 - (1) The point of interface at the customer premises.
 - (2) The customer's premises.
- b. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.
 - (1) Moves Within the Same Building

A32. INTEGRATION PLUS MANAGEMENT SERVICES (IPMS) (T)

A32.1 Integration Plus Management Services (IPMS) Description (Cont'd) (T)

A32.1.1 General (Cont'd)

D. Payment Schedules (Cont'd)

2. Expiration of Payment Period (Cont'd)

a. IPMS customers must upon the expiration of their payment period: (Cont'd)

- (1) Select a new payment period as offered in the current tariff, or¹ (T)
- (2) **(DELETED)** (D)
- (3) If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in A2.4.10.H of this Tariff. (N)

b. An IPMS customer may at any time during the selected payment period re-subscribe for an equal or longer payment period at the current tariff rates subject to the following conditions:

- (1) No credit will be given for payments made during the formerly selected period. Nonrecurring charges and installation charges will not be reapplied.
- (2) The new payment period begins with the billing date following the date the new payment period is requested.
- (3) No termination charge applies for the former payment period.
- (4) A Service Ordering charge as specified in Section A4. of this Tariff will apply.

c. An IPMS customer may at any time during his selected payment period re-subscribe for a payment period, shorter in length 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. Nonrecurring charges and installation charges will not be reapplied.
- (2) The new payment period begins with the date requested.
- (3) A termination charge will be applied which represents the remaining amount of the longer contract less the total amount of the shorter contract. (Difference is the remaining amount of the original contract and the total amount to be paid with the shorter contract.)
- (4) A Service Ordering charge as specified in Section A4. of this Tariff will apply.

3. Termination Liability

a. The Termination Liability for IPMS is dependent upon the payment period selected by the customer.

- (1) One Month Payment Plan - There is no termination liability for this option other than the initial service period as specified in 1. preceding.
- (2) Term Payment Plan Option - 90 percent of the remaining amount due.

Note 1: A Service Ordering charge as specified in Section A4. of this Tariff will apply. (T)

A40. FAST PACKET TRANSPORT SERVICES

(T)

A40.10 Fast Packet Services Payment Plan (Cont'd)

A40.10.5 Requests for Changes in Length of Optional Payment Period

- A. Subsequent to the establishment of a contract with a Fast Packet SPP period, and prior to the completion of that period, the existing payment period may be replaced by:
 - 1. 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:
 - a. No credit will be given for payments made during the formerly selected period.
 - b. The new payment period begins with the new Fast Packet SPP effective date.
 - c. No termination charge applies for the remaining portion of the former payment period.
 - d. Nonrecurring charges will not be reapplied.
 - e. A service order charge will not apply.
 - 2. 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:
 - a. No credit will be given for payments made during the formerly selected period.
 - b. The new payment period begins with the new Fast Packet SPP effective date.
 - c. A Termination Liability Charge applies for the remaining portion of the former payment period.
 - d. Nonrecurring charges will not be reapplied.
 - e. A service order charge will not apply.

A40.10.6 Renewal Options

- A. The customer has the following renewal options:
 - 1. Prior to completion of the current payment period, any period available under the Fast Packet SPP may be selected at the rates in affect 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. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, 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 regulatory authority.
 - 3. If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at a monthly rate currently in effect for the month-to-month payment rate under the terms specified in A.2 preceding.
 - 4. The Company shall provide subscribers written and/or verbal notification within 180 days prior to expiration of the original term of any Letter of Election executed on or after May 1, 2005. Upon expiration, Letters of Election executed on or after May 1, 2005, shall automatically renew for an additional one-year term under the same rates, terms and conditions in effect under the original Letter of Election, unless the Subscriber or the Company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term.
- B. Service connection charges are not applicable for rate elements renewed under the Fast Packet SPP. Any new rate elements added at the time of renewal will be subject to all appropriate service connection charges and other nonrecurring charges.
- C. The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.

(N)

A47. BELLSOUTH REMOTE ACCESS SERVICE (T)

A47.1 BellSouth Remote Access Service (Cont'd) (T)

A47.1.2 Regulations (Cont'd)

C. Provisions of Service

Rates and charges contained in this section of the Tariff consist of the following elements: (T)

1. BellSouth RAS one-way ports
 - 10,000 – 29,999 Ports, each
 - 30,000 – 59,999 Ports, each
 - 60,000 – 89,999 Ports, each
 - 90,000 – 149,999 Ports, each
 - 150,000 – 199,999 Ports, each
 - 200,000 – 299,999 Ports, each
 - 300,000 or greater Ports, each

2. Transfer of Service Charge (N)

D. Contract Plans

1. BellSouth RAS is provided under conditions specified in Payment Plans for Contract Services, A2.4.10 of this Tariff. (C)
2. BellSouth RAS is available under volume and term payment periods for 12 Months, 24 Months, 36 Months, or 48 or Greater Months. For contracts greater than a 48 month service period, the 48 month rate applies. (T)
3. At the end of any BellSouth RAS contract, customers may continue service under a new contract or on a month-to-month basis. ***If upon completion of a payment period option the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in A.2.4.10.H of this tariff.*** (C)
4. When a BellSouth RAS is disconnected prior to the expiration of a selected service period as a result of a change of Tariff jurisdiction, Termination Liability Charges will apply. (T)
5. In the event that all or any part of a BellSouth RAS is disconnected at a customer's request prior to expiration of any selected payment period, the customer will be required to pay a termination charge as follows: (T)
 - a. For 1 and 2 year terms the applicable charge is equal to the number of months remaining in the rate stabilized service period times 100 percent of monthly rates for BellSouth RAS ports. (T)
 - b. For 3 and 4 year terms the applicable charge is equal to the number of months remaining in the rate stabilized service period times 75 percent of monthly rates for BellSouth RAS ports. (T)
6. Additions of ports are allowed as specified in B.4. preceding.
7. Subsequent to the establishment of a BellSouth RAS contract, and prior to the completion of that period, the existing payment period may be extended to a longer service period. Nonrecurring charges will not be reapplied. (T)

B2. REGULATIONS

B2.4 Payment Arrangements and Credit Allowances (Cont'd)

B2.4.9 Optional Payment Plan (Cont'd)

A. Channel Services Payment Plan (Cont'd)

6. Requests for Changes in Length of Optional Payment Period
 - a. Subsequent to the establishment of a contract with a CSPP period, and prior to the completion of that period, the existing payment period may be replaced by:
 - (1) 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:
 - No credit will be given for payments made during the formerly selected period.
 - The new payment period begins with the new CSPP effective date.
 - No termination charge applies for the remaining portion of the former payment period.
 - Nonrecurring charges will not be reapplied.
 - A service order charge will not apply.
 - (2) 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:
 - No credit will be given for payments made during the formerly selected period.
 - The new payment period begins with the new CSPP effective date.
 - A termination charge applies for the remaining portion of former payment period.
 - Nonrecurring charges will not be reapplied.
 - A service order charge will not apply.
7. Renewal Options
 - a. The customer has the following renewal options:
 - (1) Prior to completion of the current payment period, any period available under the CSPP may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
 - (2) Service may be continued on a month-to-month basis at the current rate for the one-month payment period, 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 appropriate regulatory authority.
 - (3) If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in (2) preceding.
 - (4) The Company shall provide subscribers written and/or verbal notification within 180 days prior to expiration of the original term of any Letter of Election executed on or after May 1, 2005. Upon expiration, the Letter of Election shall automatically renew for an additional one-year term under the same rates, terms and conditions in effect under the original Letter of Election, unless the Subscriber or the company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term. (N)
 - b. Service connection charges are not applicable for services renewed under the CSPP. Any new channel equipment and/or facilities added to a customer's network at the time of renewal will be subject to all appropriate service connection charges and other nonrecurring charges.

B7. DIGITAL NETWORK SERVICE

B7.1 MegaLink Service

(T)

B7.1.1 General

- A. MegaLink service is furnished for Private Line IntraLATA Communications by the Company. (T)
- B. MegaLink service is a service for the transmission of digital signals only and using only digital transmission facilities. (T)
- C. MegaLink service provides for the simultaneous two-way transmission of isochronous digital signals at DS1 speeds of 1.544 Mbps, where facilities are available. (T)
- D. To ensure satisfactory operation, the terminal equipment provided by the customer must be compatible with the MegaLink service channel facility provided by the Company. The technical specifications and standard network interfaces for MegaLink service are contained in BellSouth Services Technical Reference Publication 73525. This publication is available from BellSouth Services Documentation Operations, North W5A1, 3535 Colonnade Parkway, Birmingham, Alabama 35243. (T)
- E. Unless specified following, the regulations for MegaLink service specified herein apply in addition to the regulations set forth in Section B2. *of this Tariff*. (T)
- F. The rates specified for MegaLink service in B7.1.3 following contemplate the provision of a digital quality facility utilizing existing interoffice carrier equipment and/or exchange cable facilities compatible with this service. If such equipment, new facilities or changes to existing facilities are required for the provision of this service, a special construction charge as specified in Section B5. of this Tariff will apply in addition to the rates for MegaLink service. (T)

B7.1.2 Regulations

- A. Description of Service
 - 1. MegaLink service is furnished for the simultaneous two-way transmission of serial, Bipolar Return-to-Zero (BPRZ) isochronous digital signals, except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format, at a speed of DS1/1.544 Mbps between two-points located within a LATA. (T)
 - 2. Multipoint service is not available.
 - 3. MegaLink service is available on a month-to-month basis or under variable rate periods with rates based on lengths of 36 months, 60 months or 84 months, under conditions specified in B2.4 of this Tariff. *If the customer does not select a new contract option or does not request discontinuance of service, service will be continued under the terms specified in B2.4.9.A.7 of this Tariff.* (C)
 - 4. Connection of DS1/1.544 Mbps communications systems provided by others may be made on a permissive basis as provided for in Section B2. The Company does not represent its MegaLink service as adapted for such connections, and shall not be responsible for the through transmission of signals, or the quality of such transmission on such connections. (T)
 - 5. A Channel Service Unit (CSU) or appropriate Termination Equipment (TE) provided by the customer is required at a customer's or authorized user's premises to perform such functions as:
 - proper termination of the service
 - amplification
 - signal shaping
 - remote loop-back

B7. DIGITAL NETWORK SERVICE

B7.2 SynchroNet Service (Cont'd) (T)

B7.2.2 Regulations (Cont'd)

D. Connections (Cont'd)

6. Responsibility of the Company (Cont'd)

a. (Cont'd)

- damage to terminal equipment or communications systems provided by a customer or authorized user due to testing.

- b. The Company shall not be responsible to the customer or user if changes in any of the facilities, operations or procedures of the Company utilized in the provision of SynchroNet service render any facilities or equipment provided by a customer or user obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance. (T)
- c. The Company undertakes to maintain and repair the facilities, which it furnishes. The customer or user may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company without prior written consent of the Company.
- d. The Company has set a design objective of 99.5% error free seconds of operations at all speeds with SynchroNet service. This objective does not apply when the Data Over Voice Channel option is used in a circuit design. (T)
- e. The Data Over Voice Channel is provided subject to the availability of appropriate network facilities and equipment and subject to the transmission limitations of facilities and equipment used by the Company.
- f. The Company is authorized to provide SynchroNet service for use in application testing subject to the regulations set forth in B2.1.16. Up to three each of SynchroNet service local channels, node channel terminations, interoffice channels and bridging service rate elements may be utilized in a typical applications test configuration. The Company is authorized to deviate from this average in order to fully participate in an application test with a customer, which cannot otherwise be performed to the customer's satisfaction. (T)

E. Contract Plans

- 1. SynchroNet service is offered under contract plan periods as described in a. and b. following. (T)
 - a. Twenty-four to forty-two month contract plan - payment periods may be selected from twenty-four months to forty-two months.
 - b. Forty-three to sixty month contract plan - payment periods may be selected from forty-three to sixty months.
- 2. The contract plans are available under conditions specified in the Channel Services Payment Plan in B2.4 of this Tariff except as follows. Increases under contract rate plans are subject to the stipulations of 3., following.
- 3. SynchroNet service rates under contract plans will not be increased by Company initiative until the contract period expires. Rates in effect at the time the service is installed and/or when the Company is notified in writing of the subscriber's choice of payment period options, will be applicable until the contract plan expires except as specified in B2.4.9. At the expiration date of the customer's payment period option, the customer may select a new payment period option at the current rates. ***If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.9.A .7 of this Tariff.*** (C)

B7. DIGITAL NETWORK SERVICE

B7.4 LightGate Service (Cont'd)

(T)

B7.4.2 Application of Rates (Cont'd)

- I. LightGate service rates under contract will not be increased by Company initiative until the contract period expires. Those monthly rates for LightGate service in effect at the time the service is installed and/or as of the service order application date, will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period option at current contract rates or revert to current rates on a month-to-month basis. ***If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.9.A.7 of this Tariff.*** (C)
- J. A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract times the monthly rates for the LightGate service rates which are provided under contract, and are subject to the exemptions of 1. following. (T)
 - 1. No Termination Liability Charge will be applicable for the LightGate service System when the customer renegotiates a new contract for the same system at the same location(s) for a period of time greater than the time remaining on the existing contract. (T)
- K. Transfer of service responsibility between customers is permitted subject to payment of a Transfer Charge as determined on an individual case basis.

B7.4.3 Digital Architecture and Definitions

- A. Digital Architecture
 - 1. LightGate services differ in provisioning method and numbering format from single channel services. These services will be available from the Company on a link (partial channel) basis rather than as an end-to-end service. This architecture is intended to promote more efficient connectivity of analog and digital networks in the future. (T)

B7. DIGITAL NETWORK SERVICE

B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd) (T)

B7.7.2 Application of Rates (Cont'd)

G. (Cont'd)

3. A termination liability charge will be applicable if services provided under a CSPP arrangement are disconnected prior to the end of the chosen service period. The applicable charge is equal to the number of months remaining in the rate stabilized service period times sixty percent of the monthly rates for SMARTRing service which include all Nodes, Channel Interfaces, Local Channels, Alternate Central Office Channels, Internodal Channels and/or Interoffice Channels provided under the CSPP arrangement. For services under the month-to-month payment plan, a termination charge is equal to the number of months remaining in the twelve month minimum times the month-to-month rates in effect for SMARTRing service at the time of termination. (T)
4. When a service period under an existing CSPP arrangement is completed and a customer elects to revert to a month-to-month payment option, no minimum period is applicable. ***If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.9.A.7 of this Tariff.*** (C)
5. Additions of services or rate elements, for activating spare or unused capacities of a SMARTRing service under a CSPP arrangement, must be activated at the same rates and charges specified under the existing CSPP arrangement. Channel interfaces may be ordered as specified in 1. preceding. (T)
6. Additions of services or rate elements, i.e. new local channels, interoffice channels, etc., other than for activating spare or unused capacities, must be under a new CSPP arrangement at rates and charges as specified in 1. preceding. The new CSPP arrangement must be at least 24 months and must be coterminous with the CSPP arrangement for the existing SMARTRing service. (T)
7. All customers ordering a new SMARTRing service or upgrading existing SMARTRing service under a Channel Services Payment Plan (CSPP) by September 30, 1995, with a Service Establishment Date of no later than February 21, 1996, will benefit from a special promotional offering to waive nonrecurring charges associated with ring level billing. (T)
All SMARTRing service customers under a Special Service Arrangement contract, where the service has not been installed as of May 30, 1995, will benefit from the special promotional offering to waive nonrecurring charges associated with ring level billing. (T)
Ring level billing is defined as billing for the following rate elements: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node. Billing for Customer Channel Interfaces and Central Office Channel Interfaces recurring and nonrecurring charges will be effective upon activation to the SMARTRing service. (T)
In addition, termination liability charges are also waived for upgrades to SMARTRing services, under the terms and conditions set forth in B2.4.9 preceding. Specific requirements must be satisfied in order for charges to be waived as follows: (T)
 - a. Nonrecurring charges set forth in B3.3 of this Tariff will be waived when a customer reconfigures existing Company provided network services that are groomed or rolled over onto a new SMARTRing service or upgraded from existing SMARTRing service. (T)

B7. DIGITAL NETWORK SERVICE (T)

B7.8 SMARTPath Service (Cont'd) (T)

B7.8.2 Regulations (Cont'd)

A. Description of Service (Cont'd)

3. The performance guarantee for SMARTPath service is as follows: (Cont'd) (T)
 - b. Service Continuity - in the event of primary facility failure, service is guaranteed to switch to an alternate facility path in sixty seconds or less. Failure to meet this guarantee will result in a credit as described in B7.8.2.E.2. following where the trouble is in the network on public right-of-way.

B. Definitions

SMARTPath service Area Connection (T)

The SMARTPath service Area Connection provides for the connection at the designated premises where the customer gains access to SMARTPath service and transport to a designated junction in the same SMARTPath service Area. (T)

SMARTPath service Area Junction (T)

The SMARTPath service Area Junction provides for the connection between the SMARTPath service network and (1) another customer designated premises, in the same SMARTPath service Area or (2) a serving wire center in the same SMARTPath service Area for connection to (a) DS1 Basic Channelization, FlexServ service, or LightGate service, or (b) a SMARTPath service Area Junction of another SMARTPath service Area in the same Metropolitan Area. (T)

C. Application of Rates

1. Monthly rates and charges as specified in B7.8.3 following apply for each SMARTPath service. The transport provided within a SMARTPath service Area is provided at 1.544 Mbps. Rate categories include a SMARTPath service Area Connection, and a SMARTPath service Area Junction. (T)
2. Recurring and nonrecurring charges apply for each SMARTPath service Area connection and SMARTPath service Area Junction Connection. (T)
3. SMARTPath service is available under several payment plans: Month-to-month (with a 4 month minimum), Plan A (24-48 Months), Plan B (49-72 Months). Plan A and Plan B are provided under conditions specified in the Channel Services Payment Plan (CSPP), B2.4.9.B. preceding. ***If upon completion of a payment period option the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.9.A.7 of this Tariff.*** (C)
4. The rates applicable to a month-to-month payment plan are subject to Company initiated changes. Rates stabilized under a CSPP arrangement are exempt from Company initiated increases, however, decreases for any rate element will automatically flow through to the customer.
5. A SMARTPath service performance credit, as specified in B7.8.2.E.2. will apply. (T)

D. Connections

1. Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems may be connected to SMARTPath service when such connection is made in accordance with the provisions specified in 2. and 3. following. (T)
2. Responsibility of the Company
 - a. The responsibility of the Company shall be limited to the furnishing and maintenance of SMARTPath service to a network interface on the customer's premises. (T)