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Meredith E. Mays Senior Regulatory Counsel

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BellSouth Telecommunications, Inc. 150 South Monroe Street Room 400 Tallahassee, Florida 32301 (404) 335-0750

July 15, 2003

Ms. Blanca S. Bayó Division of the Commission Clerk and Administrative Services Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

Re: Docket No. 021252-TP

In re: Petition for expedited review and cancellation or suspension of BellSouth Telecommunications, Inc.'s Key Customer tariff filed 12/16/02, by Florida Digital Network, Inc.

Docket No. 020119-TP

Petition of Florida Digital Network, Inc. for Expedited Review and Cancellation of BellSouth Telecommunications, Inc.'s Key Customer Promotional Tariffs and For an Investigation of BellSouth Telecommunications, Inc.'s Promotional Pricing and Marketing Practices

<u>Docket No.: 020578-TP</u> Petition for Expedited Review and Cancellation of BellSouth Telecommunications, Inc.'s Key Customer Promotional Tariffs

Dear Ms. Bayó:

Pursuant to Order No. PSC-03-0726-FOF-TP, BellSouth Telecommunications, Inc. ("BellSouth") has revised the applicable portion of its Key Customer tariff. In addition, BellSouth has revised its standard Key Customer contract. A copy of BellSouth's revised Key Customer contract is attached for filing in the above captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

CAF CMP COM CTR ECR GCL OPC CC: All Parties of Record MMS Marshall M. Criser III SEC OTH R. Douglas Lackey OTH Nancy B. White

AUS

Sincerely,

Meredith E. Mays

HED & FILED DOCUMENT NUMBER - DATE FPSC-BUREAU OF RECORDS 06259 01688

FPSC-COMMISSION CLERK

CERTIFICATE OF SERVICE DOCKET NO. 021252-TP, 020119-TP and 020578-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via U.S. Mail this 15th day of July, 2003 to the following:

Felicia Banks Linda Dodson Staff Counsel Florida Public Service Commission Division of Legal Services 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 Tel. No. (850) 413-6216 fbanks@psc.state.fl.us Idodson@psc.state.fl.us

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Matthew Feil (+) Florida Digital Network 390 North Orange Avenue Suite 2000 Orlando, FL 32801 Tel. No. (407) 835-0460 Fax. No. (407) 835-0309 mfeil@floridadigital.net

EMa Meredith E. Mays

(+) Signed Protective Agreement

001689

BellSouth Key Customer Program Subscriber Election –Florida

The undersigned Subscriber desires to participate in the BellSouth Key Customer Program (the "Program"), and agrees to the following:

1. Subscriber is a new or existing BellSouth Telecommunications, Inc. ("BellSouth") business services subscriber and has monthly total billed BellSouth regulated charges* (as defined in the applicable BellSouth tariff) at each such location betw een \$75 and \$3,000 excluding hunting, analog private line and ISDN PRI charges. Subscriber agrees to keep local services with BellSouth under its General Subscriber Services Tariff ("G.S.S.T.") or Private Line Services Tariff for a minimum of twenty-four (24) or thirty-six (36) months from the enrollment date in the Program. The enrollment date shall be determined by the first billing cycle date in which Subscriber receives the reward as a result of its BellSouth regulated charges as set forth in paragraph 2, below.

2. Subscriber agrees to the following term and reward (Check One):

Monthly Billed BellSouth Regulated	Twenty-Four (24) Month Term	Thirty-six (36) Month Term
Charges*		
\$75 - \$3,000.00	10%	20%
Hunting Bonus Reward	50%	100%

*The total billed charges consists of end-user monthly billed BellSouth regulated charges at qualifying locations excluding: nonregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.

3. The Hunting Bonus Reward will apply to the Subscriber's recurring charge for the Hunting service commensurate with the term of the election Subscriber chooses. (Hunting is also defined as Rotary Line Service).

4. Participant must be a BellSouth customer at the time of the reward. The applied rewards will appear as a credit in the Other Charges and Credits (OC&C) section of the Subscriber's bill in a subsequent billing period, usually within one or two billing cycles. Subscriber will receive the reward associated with Subscriber's monthly total billed BellSouth charges* (as defined in the applicable BellSouth tariffs) for the previous month in each state while this term election is in effect. If such charges fall below the minimum charges per month, rewards will not be applied for such locations. Should Subscriber's charges exceed the \$3,000 threshold, the Subscriber will only receive the maximum reward allowed under this Program for charges up to \$3,000. Unless the Subscriber takes other action, all business local service will continue after the election term has expired after which Subscriber agrees to pay full tariffed charges.

5. In the event the Subscriber terminates the term election agreement, the Subscriber must pay to BellSouth a charge as provided below for the number of months remaining on such agreed upon term. In addition, the Subscriber shall reim burse all rewards for line connection charges. This charge will appear on the Subscriber's final bill as a charge in the OC &C section. No charge will be assessed if the Subscriber maintains some level of local regulated service with BellSouth for the agreed upon term.

Monthly TBR at time of enrollment	Set charge to be multiplied by number of months remaining on term
\$75 - \$149.99	\$25
\$150 - \$3,000	\$40

6. In the event Subscriber changes service locations for business local service, Subscriber shall notify its BellSouth Small Business Office to advise of the change in service location.

7. In the event Subscriber is switched without authorization by another carrier for business local service, Subscriber must call its BellSouth Small Business Office to continue the Program once the improperly switched account has been returned to BellSouth.

8. Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.

9. Subscribers who participate in the promotion and subscribe to new service during the promotional period will receive an additional reward equal to the line connection charges associated with the service order. This will include the line connection charge (first and additional lines, line equivalent and trunks).

10. This term election is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time.

SUBSCRIBER:		
(Business Name)	(Business Address)	
Ву:		
(Signature)	City/State	
Print Name	(Business Telephone Number)	
Title	(Additional Business Telephone Number(s))	
Effective Date Version 070803	E-Mail Address (optional)	<u> </u>
Representative Name	CUID	
Telephone # for Questions		