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## E2. GENERAL REGULATIONS

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## E2. GENERAL REGULATIONS

### E2.1 Undertaking of the Company

#### E2.1.1 Scope

- A. Services provided to an IC under the provisions of this Tariff may be connected to facilities used by the IC for the purpose of extending such facilities of the IC between certain locations and thereby constitute a portion of an end-to-end intrastate telecommunications service furnished by the IC for its own use or for the use of end users.
- B. The Company does not undertake to transmit messages under this Tariff.
- C. The Company shall be responsible only for the installation, operation and maintenance of its services. The responsibility of the Company shall be limited to the provision of services under this Tariff and to the maintenance and operation of such services in a proper manner.
- D. The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles and will not perform a complete technical parameter verification when not deemed necessary by the Company.
- E. Services are provided 24 hours daily, seven days per week except as set forth in applicable sections of this Tariff for temporary suspension of service.

#### E2.1.2 Limitations

- A. The IC may not assign or transfer the use of services provided under this Tariff, except as provided herein. Where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
  1. Another IC, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
  2. A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgement of the Company is required prior to such assignment or transfer. Such acknowledgement shall be made within fifteen days from the receipt of notification. All regulations and conditions contained in this Tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

- B. The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- C. Subject to compliance with the rules mentioned in B. preceding, where a shortage of facilities or equipment exists at any time, either for temporary or protracted periods, the services offered herein will be provided to ICs on a first come, first served basis.
- D. Terms and conditions for central office interconnection of collocator-provided equipment which BellSouth has agreed to lease from the collocator are set forth in Tariff F.C.C. No. 1, Section 20. With Virtual Collocation Cross-Connect, the collocator agrees to lease to BellSouth all the equipment and support structure components required to provision and maintain/repair BellSouth Expanded Interconnection on an ongoing basis. Virtual Collocation Cross-Connect rates and charges are provided in Section 6 of Tariff FCC No. 1 and Section E7. of this intrastate Tariff for each service allowed under collocation guidelines

(D)

(C)

#### E2.1.3 Liability

- A. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by an IC, End User or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of B. through I. following, the Company's liability, except as set forth in E8.1.3 following, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the IC or end user under this Tariff as a Credit Allowance for a Service Interruption.

## E2. GENERAL REGULATIONS

### E2.1 Undertaking of the Company (Cont'd)

#### E2.1.3 Liability (Cont'd)

- B. No carrier furnishing a portion of a service shall be liable for any act or omission of any other carrier furnishing a portion of that service.
- C. The Company is not liable for damages associated with service or facilities which it does not furnish.
- D. The Company is not liable for damages to the IC terminal location or end user's premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
- E. The Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the use of services offered under this Tariff, involving:
  1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communications;
  2. Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by the IC or end user or;
  3. All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this Tariff.
- F. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the IC or end user from any and all claims by any person relating to the services so provided.
- G. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the IC or end user against claims of patent infringement arising solely from the use by the IC or end user of services offered under this Tariff and will indemnify such IC or end user for any damages awarded based solely on such claims.
- H. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for Service Interruptions as set forth in E2.4.4 following.
- I. Should any federal, state or local jurisdiction determine that sales, use, gross receipts or any other taxes (including interest, penalties and surcharges thereon) are due by the Company as a result of the Company's purchase of accounts receivable, the Company will advise the IC and the IC shall be liable for any such tax, interest, penalties and surcharge, and the IC shall immediately reimburse the Company the amount of such tax, interest, penalties and surcharge paid by the Company. If the IC disagrees with the Company's determination that any taxes are due by the Company or disagrees with an assessment of any tax, penalty, surcharge and interest due by the Company as a result of the Company's purchase of accounts receivable, the IC shall, at its option and expense (including immediate payment of any such assessment), have the right to seek a ruling as to the inapplicability of any such tax or to protest any assessment and participate in any legal challenge to such assessment, but shall be liable for any tax, penalty, surcharge and interest ultimately determined to be due.
- J. Unauthorized Computer Intrusion

The Company's liability, if any, for its willful misconduct is not limited by this section of this Tariff. With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.
- K. Transmission of Data

*Voice-grade lines are primarily conditioned to handle data speeds up to 9.6 kilobits per second (kbps). The Company makes no guarantee that voice-grade access lines and/or facilities are suitable for the transmission of data. However, in those cases where the transmission of data is attempted, the Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.*

(C)

(M)

## E2. GENERAL REGULATIONS

### E2.1 Undertaking of the Company (Cont'd)

#### E2.1.3 Liability (Cont'd)

##### K. Transmission of Data (Cont'd)

The Company's liability for damages or errors caused during the transmission of data over any of the Company's data facilities shall be limited to an amount equal to the proportionate charge for the service for the period during which the service was affected.

##### L. Errors or Damages Caused by System Date Limitations

The Company's liability for errors or damages resulting from the inability of the Company's systems to process dates, such as the Year 2000, shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

##### M. Unauthorized Devices

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

#### E2.1.4 Provision of Services

The Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Company's telephone exchange services, will provide to the IC upon reasonable notice services offered in other applicable sections of this Tariff at rates and charges specified therein.

The Company may discontinue certain Company services in geographic areas for which the Company has no customers subscribing to those services. (N)

#### E2.1.5 Installation and Termination of Services

The services provided under this Tariff (a) will include any entrance cable or drop wiring and wire or intrabuilding network cable to that point where provision is made for termination of the Company's outside distribution network facilities at a location of minimum penetration inside of the IC terminal location or End User premises and, (b) will be installed by the Company to such point of termination. This point of termination is defined as the Point of Interface at the IC terminal location and the Network Interface at the End User premises.

#### E2.1.6 Maintenance of Services

The services provided under this Tariff shall be maintained by the Company. The IC or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company except with the written consent of the Company. The IC shall maintain all facilities provided by it. The Company shall not be responsible to end users for end-to-end service of which the services provided under this Tariff are part.

#### E2.1.7 Changes and Substitutions

The Company may, where such action is reasonably required in the operation of its business:

##### A. Substitute, change or rearrange any facilities used in providing service under this Tariff, including but not limited to:

1. Substitution of different metallic facilities,
2. Substitution of carrier or derived facilities for metallic facilities, used to provide other than metallic facilities, and
3. Substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities,

##### B. Change minimum protection criteria,

##### C. Change operating or maintenance characteristics of facilities, or,

##### D. Change operation or procedures of the Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Section 6 of Tariff FCC No. 1 and Section E7. of this intrastate Tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any IC furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the IC will be given adequate notice in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics.

#### E2.1.8 Refusal and Discontinuance of Service

##### A. Unless the provisions of E2.2.2.B following apply, if the IC or End User fails to comply with the provisions of this Tariff, including any payments to be made by it on the dates and times herein specified, the Company may, on ten (10) calendar days written notice of noncompliance by Certified Mail or Overnight Delivery, refuse additional applications for service and/or refuse to complete any pending orders for service at any time thereafter. If the Company does not refuse additional applications for service on the date specified in the ten (10) day notice, and the IC's or End User's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.

## E2. GENERAL REGULATIONS

### E2.1 Undertaking of the Company (Cont'd)

#### E2.1.8 Refusal and Discontinuance of Service (Cont'd)

- B. Unless the provisions of E2.2.2.B following apply, if the IC or End User fails to comply with the provisions of this Tariff, including any payments to be made by it on the dates and times herein specified, the Company may, on twenty (20) **calendar** days written notice **by Certified Mail or Overnight Delivery**, discontinue the provision of the services involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the twenty (20) days notice, and the IC's or End User's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services involved without further notice. (C)
- C. In addition to and not in limitation of the provisions of E2.1.8.B. preceding, unless the provisions of E2.2.2.B. or E2.5. following apply, if a customer fails to comply with E2.4.1.A. or with E2.4.1.B.3. following, including any payment to be made by it on the dates and times herein specified, the Company may take actions specified in E2.1.8.B. on fifteen (15) calendar days written notice, such notice period to start the day after the notice is rendered by Certified Mail or Overnight Delivery, if the customer has not complied with respect to amounts due in a subject bill and either: (N)
  - 1. The Company has within seven (7) business days of the subject bill date: (N)
    - a. Mailed via the United States Postal Service (USPS) to the customer the subject bill in paper or CDROM form, or (N)
    - b. Overnight service delivered to the customer the subject bill in Magnetic Tape form, or (N)
    - c. Electronically Transmitted to the customer the subject bill. (N)
  - The Company will maintain records sufficient to validate the date upon which a subject bill was rendered to the customer. (N)
  - 2. The Company has rendered the subject bill, using one of the media described in 1. above, to the customer more than thirty (30) calendar days before notice under this section has been rendered. (N)

In all other cases, the Company will provide notice pursuant to E2.1.8.B. preceding. Action will not be taken with regard to the subject bill if the customer cures the noncompliance prior to the expiration of the applicable notice period. (N)

#### E2.1.9 Quotation Charge

A nonrecurring charge (USOC QPA) for the preparation of a quotation applies whenever an IC requests an estimate of rates and charges for any service for which the rates and charges are determined on an individual case basis prior to placing an order for service. The charge includes the costs associated with the development and preparation of the quotation. A bill for the quotation preparation will be rendered. The quotation is valid for 90 days and will identify all estimated costs associated with the provision of the facilities needed to satisfy the IC's service requirements. Within this 90 day period, if the IC orders the service as quoted and service is subsequently provided, the Quotation Charge will be credited to the IC's account. If the IC cancels the request for a quotation prior to its completion, the IC will be billed for the costs incurred, for quotation preparation, through the cancellation date.

#### E2.1.10 Limitation of Use of Metallic Facilities

Except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling, metallic facilities shall not be used for ground return or split pair operation. Signals applied to the metallic facility shall be voice or sub-voice in nature and shall conform to the limitations set forth in E2.5.10 following. In the case of application of dc telegraph signaling systems, the IC shall be responsible, at its expense, for the provision of current limiting devices to protect the Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

#### E2.1.11 Notification of Service-Affecting Activities

The Company intends to provide the IC timely notification of service-affecting activities, as set forth in E2.3.12 following.

#### E2.1.12 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the IC to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters that affect telecommunications services.

This includes developing plans for originating or terminating traffic associated with mass calling events directed to end users served from specific end offices. Where it is determined that such non-random calling generates problems on the Telephone Company's Common Transport network, the Telephone Company will work cooperatively with the customer to relieve the traffic congestion. Remedial measures may include isolation of the customer from the Telephone Company network in the impacted area for the duration of the problem or until the customer notifies the Telephone Company that the problem has been resolved.

(M)

Material previously appearing on this page now appears on page(s) 5 of this section.

## E2. GENERAL REGULATIONS

### E2.1 Undertaking of the Company (Cont'd)

#### E2.1.13 Provision and Ownership of Telephone Numbers

The IC and the End User have no property rights to telephone number assignments or any other call number designations associated with Access Services. The Company reserves the right to assign, designate or change such numbers, or the Company serving central office prefixes associated with such numbers, when reasonably necessary in the conduct of its business.

### E2.2 Use

#### E2.2.1 Purpose

- A. Services provided under this Tariff shall be used by the IC for its own use or in furnishing its authorized intrastate services to End Users and for operational purposes directly related to the furnishing of the IC's authorized services. Operational purposes include testing and maintenance of circuits, demonstration and experimental services and spare services. Telephone exchange services required by the IC for its administrative use are furnished under the Company's General Subscriber Service Tariff.
- B. Where facility conditions permit, the IC may use the entire transmission capability of a service provided under this Tariff as a single channel or create additional communication channels within or below the voice frequency band, except that the IC may not create additional communication channels from video cable facilities or audio facilities other than diplexing associated audio signals on the video cable facility. The Company does not warrant that its facilities and services meet standards other than those set forth in this Tariff.

#### E2.2.2 Interference or Impairment

- A. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this Tariff shall not interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- B. If such characteristics or methods of operation are not in accordance with A. preceding, the Company will, where practicable, notify the IC or end user that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the IC or end user will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in E2.4.4 following is not applicable.

#### E2.2.3 Unlawful Use

The service provided under this Tariff shall not be used for an unlawful purpose.

#### E2.2.3 (DELETED)

(D)

## E2. General Regulations

### E2.3 Obligations of the IC

#### E2.3.1 Damages

The IC shall reimburse the Company for damages to Company facilities utilized to provide services under this Tariff caused by the negligence or willful act of the IC or an end user while using the services of the IC, or resulting from improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. The Company will, upon reimbursement for damages, cooperate with the IC in prosecuting a claim against the person causing such damage and the IC shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

(M1)

(M1)

#### E2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Company to provide service under the provisions of this Tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the IC or end user, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

(M1)

The IC shall reimburse the Company for any loss through theft of facilities utilized to provide services under this Tariff at the IC terminal location or at the end user's premises.

(M1)

#### E2.3.3 Equipment Space and Power

The IC shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the IC and the Company. The IC shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, inspecting, repairing or removing Company services. Equipment space and power furnished or arranged to be furnished by the IC shall not be used in the provision of service to any other IC or end user.

(M1)

#### E2.3.4 Additional Facilities and Protective Apparatus

The IC shall bear the cost, if any, of such additional facilities or protective apparatus which, according to accepted telecommunications industry standards, are required to be installed because of the particular use or hazardous location of the services provided under this Tariff. Rates and/or charges, if applicable, will be developed on an individual case basis and filed in Section E12.

(M1)

#### E2.3.5 Inspection of Facilities and Protective Apparatus

The IC and End User shall allow the Company to inspect at reasonable times any facilities or equipment provided by other than the Company required in accordance with E2.3.4 preceding and E2.5 following which are associated with the services provided under this Tariff to determine if such installation complies with such Company requirements.

(M1)

#### E2.3.6 Availability for Testing

The services provided under this Tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

(M1)

#### E2.3.7 Balance

All signals for transmission over the services provided under this Tariff shall be delivered by the IC balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

(M1)

#### E2.3.8 Design of IC Services

Subject to the provisions of E2.1.7 preceding, the IC shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

(M1)

#### E2.3.9 References to the Company

The IC may advise the end user that certain services are provided by the Company in connection with the service the IC furnishes to its end users; however, the IC shall not represent that the Company jointly participates in the IC's services.

(M1)

#### E2.3.10 Contacts with IC Customers (End Users)

The IC shall be responsible for all contacts and arrangements with end users concerning the provision and maintenance of, and the billing and collecting of charges for the IC's services to end users, except as set forth in E8., E9. and E13. following, for Billing Service, BellSouth Directory Assistance Access service and BellSouth Equal Access Subscription, respectively.

(M1)

Material appearing on this page previously appeared on page(s) 5 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.

## E2. GENERAL REGULATIONS

### E2.3 Obligations of the IC (Cont'd)

#### E2.3.11 Claims and Demands for Damages

- A. With respect to claims of patent infringement made by third persons, the IC shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Tariff, any circuit, apparatus, system or method provided by the IC or end users.
- B. The IC shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, Attorney's fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the IC's circuits, facilities, or equipment connected to the Company's services provided under this Tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the IC's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the IC to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the IC, its officers, agents or employees.
- C. The IC shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney's fees and court costs by the IC or third persons arising out of the Company provision of Billing Analysis Services or any other service under this Tariff at the request of the IC, including, but not limited to claims for libel, slander, invasion of privacy, conversion and trespass.
- D. The IC shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the IC or third parties arising out of any act or omission of the IC in the course of using services provided under this Tariff.

#### E2.3.12 Notification of Service-Affecting Activities

- A. The IC shall provide the Company timely notification of the following:
  1. Planned or unplanned outages of IC facilities which will affect the Company's capability to provide adequate service for anticipated traffic volumes,
  2. Facility failures within the IC network which will adversely impact upon the Company's capability to provide adequate service for anticipated traffic volumes, and,
  3. IC marketing activities designed to generate rapid or short-term increases in anticipated traffic volumes.
- B. This timely notification will enable the Company to administer its network as set forth in Section 6.4.1 of Tariff FCC No. 1.

#### E2.3.13 Coordination with Respect to Network Contingencies

The IC shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

#### E2.3.14 Jurisdictional Report Requirements

- A. Jurisdictional Reports
  1. When the Company receives sufficient call detail to permit it to determine the jurisdiction of originating and terminating access minutes of use, the Company will bill according to these actual minutes of use and will not use IC reported Percent Interstate Usage (PIU) factors. The Company developed percent interstate usage for access minutes of use will be determined at a statewide level.
  2. The intrastate percentage will be developed on a monthly basis by end office, when the access minutes are measured by dividing the measured intrastate originating or terminating access minutes (the access minutes where the calling number is in the same state as the called number) by the total originating or terminating access minutes.

The Company will bill according to actual measured minutes of use for all services listed in 3. and 7. following, with the exception of those listed below:

- BellSouth SWA Local Channel
- BellSouth SWA Dedicated Interoffice Channel
- BellSouth Billing Name and Address
- BellSouth Operator Assistance Access Service
- Channelization Equipment
- BellSouth Electronic White Pages Access Service

(D)

## E2. GENERAL REGULATIONS

### E2.3 Obligations of the IC (Cont'd)

#### E2.3.14 Jurisdictional Report Requirements (Cont'd)

##### A. Jurisdictional Reports (Cont'd)

###### 1. (Cont'd)

Where the Company receives insufficient call detail to identify the calling station to determine the jurisdiction, the Company will charge the applicable rates for terminating BellSouth SWA as set forth in this Tariff. Common carriers using CCS7 are required, with certain exceptions, to transmit calling party number (CPN) to interconnecting carriers. However, there may be a percentage of usage where it is not possible to know, and therefore to send to BellSouth, the needed originating information. Accordingly, BellSouth will charge the terminating BellSouth SWA rate for only those minutes lacking originating information from all BellSouth SWA customers using CCS7, currently **19.22%** (the "floor"). For example, if a customer uses CCS7, and if 30% of a customer's minutes sent to BellSouth do not contain sufficient originating information to allow BellSouth to determine the originating location, then BellSouth would apply the provisions of this tariff to those minutes exceeding the "floor", or **10.78%** in this example. (C)

BellSouth will monitor the overall BellSouth SWA customer average "floor" quarterly and upon approval of the Commission, may revise the "floor" percentage rate. In addition, subsequent reviews or audits of specific customer usage may result in a new "floor" for that customer, which may be applied with Commission approval. **BellSouth will not request a "floor" percentage rate lower than 15%.** (C)

In the event that BellSouth applies the intrastate terminating access rate to calls without sufficient originating information as provided in this tariff, BellSouth's access customers will have the opportunity to request backup documentation of BellSouth's basis for such application, and further request that BellSouth change the application of the intrastate access rate upon a showing of why the intrastate rate should not be applied.

###### 2. The IC will provide in its initial order the projected Percent Interstate Usage (PIU) at a statewide level on a local exchange company specific basis.

- The intrastate usage is to be developed as though every call that originates from a calling location within the same state as that in which the called station is situated is an intrastate communication and every call for which the originating location is in a state other than that where the called station is situated is an interstate communication. The manner in which a call is routed through the telecommunications network does not affect the jurisdiction of a call, i.e., a call between two points within the same state is an intrastate communication even if the call is routed through another state.
- When the IC computes the PIU, it will subtract the developed percentage from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages shall equal 100 percent. A PIU of less than 100 percent is not allowed where the intrastate service is not also available as an intrastate access service.

The Company will designate the number obtained by subtracting the intrastate percentage furnished by the IC from 100 (100 - IC percentage = interstate percentage) as the projected interstate percentage of use.

- The IC shall compute the PIU using the following formula may include up to two decimals.

$$\begin{array}{ccc}
 \text{Total Interstate} & + & \text{Total Interstate} \\
 \text{Originating Minutes} & & \text{Terminating Minutes} \\
 \hline
 \text{Total} & + & \text{Total} \\
 \text{Originating Minutes} & & \text{Terminating Minutes}
 \end{array}$$

## E2. GENERAL REGULATIONS

### E2.3 Obligations of the IC (Cont'd)

#### E2.3.14 Jurisdictional Report Requirements (Cont'd)

##### A. Jurisdictional Reports (Cont'd)

3. When an IC initially orders service(s) as defined in the following, the IC will state in its order the Percent Intrastate Usage (PIU) separately for each, as set forth in 1. and 2. preceding.

- BellSouth SWA FGA
- BellSouth SWA FGB
- BellSouth SWA FGD
- BellSouth SWA 500 Service
- 700 Service
- BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service
- BellSouth SWA 900 Service
- BellSouth Billing Name and Address

(D)

- BellSouth Operator Assistance Access Service
- BellSouth Electronic White Pages Access Service

The Percent Interstate Usage (PIU) factors associated with BellSouth SWA FGA, BellSouth SWA FGB, BellSouth SWA FGD, 700, BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening and BellSouth SWA 900 will also apply to all associated elements and services, e.g. Carrier Common Line, Local Switching, BellSouth SWA Common Interoffice Channel, Interconnection and Access Tandem Switching, Common Trunk Port Service and minute of use based multiplexer rate elements, where applicable.

The PIU category, BellSouth SWA Local Channel, includes Dedicated End Office Trunk Port Service and Dedicated Tandem Trunk Port Service charges and other flat rated charges not specifically covered by other PIU categories.

The customer will provide a single factor as the projected Percent Interstate Usage (PIU) to apportion the usage between interstate and intrastate when initially ordering service. This factor will be applied to the following categories:

- Switched Local Channel
- BellSouth SWA Dedicated Interoffice Channel
- Channelization Equipment

The PIU factor provided for each of the foregoing facilities categories (Switched Local Channel, BellSouth SWA Dedicated Interoffice Channel and Channelization Equipment) will reflect the combination of all traffic types which traverse such facility category.

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## E2. GENERAL REGULATIONS

### E2.3 Obligations of the IC (Cont'd)

#### E2.3.14 Jurisdictional Report Requirements (Cont'd)

##### A. Jurisdictional Reports (Cont'd)

4. For BellSouth Directory Assistance Access service, the Company developed PIU for FGD terminating will apply. For BellSouth Electronic White Pages Access Service, the IC will provide the intrastate percentage for use terminating at the BellSouth Electronic White Pages Location. (C)

## E2. GENERAL REGULATIONS

### E2.3 Obligations of the IC (Cont'd)

#### E2.3.14 Jurisdictional Report Requirements (Cont'd)

##### A. Jurisdictional Reports (Cont'd)

5. Effective with the quarter ending September 30, 2000, the customer will provide a single factor as the projected Percent Interstate Usage (PIU) to apportion the usage between interstate and intrastate. This PIU will apply to the following categories; Switched Local Channel, BellSouth SWA Dedicated Interoffice Channel and Channelization Equipment.

The IC's projected PIU will be provided at a statewide level on a local exchange company specific basis.

Effective on the first of January, April, July and October of each year the IC will update the interstate and intrastate jurisdictional report. The IC will forward to the Company, to be received no later than thirty days after the first of each such month, a revised report or letter for all services showing the intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for intrastate use. The revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If an IC does not supply an updated quarterly report or letter, the Company will assume the percentage interstate usage to be the same PIU as provided in the last quarterly report or letter accepted by the Company. If an audit has been completed and an updated quarterly report or letter has not been submitted subsequent to the audit, the Company will assume the PIU factors to be the most recent audited results. For those cases in which quarterly reports or letters have never been received from the IC, the Company will assume the PIU factors to be the most recent audit results or to be the same as provided in the order for service if no audit has been performed.

6. When mixed interstate and intrastate Special Access (a.k.a. BellSouth SPA) service is provided, the jurisdiction will be determined as follows:

- If the IC's estimate of the interstate traffic on the service involved constitutes ten percent or less of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this Tariff.
- If the IC's estimate of the interstate traffic on the service involved constitutes more than ten percent of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of the BellSouth Telecommunications, Inc. Tariff FCC No. 1.

The IC shall keep records from which the percentage of interstate and intrastate use was estimated and upon request of the Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The IC shall supply the data within thirty days of the Company request.

##### B. Jurisdictional Report Verification

1. When an IC provides a projected interstate usage percent as set forth in A. preceding, or when a billing dispute arises or a regulatory commission questions the projected interstate percentage for BellSouth SWA, the Company may, by written request, require the IC to provide the data the IC used to determine the projected interstate percentage. This written request will be considered the initiation of the audit. The IC shall supply the data to an independent auditor within thirty days of the Company request. The IC shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained as set forth in C. following and upon request of the Company make the records available for inspection at an agreed upon location during normal business hours as reasonably necessary for purposes of verification of the percentages. The Company will audit data from one quarter unless a longer period is requested by the IC and agreed to by the Company. Changes to the reported PIU will not be made for the test period. If the IC does not provide the requested data to the Company or independent auditor within thirty (30) days of the notice of audit, the IC will be in violation of this Tariff and subject to E2.1.8 preceding.

(C)

(T)

## E2. GENERAL REGULATIONS

### E2.3 Obligations of the IC (Cont'd)

#### E2.3.14 Jurisdictional Report Requirements (Cont'd)

##### B. Jurisdictional Report Verification (Cont'd)

2. For **BellSouth SWA** service, verification audits may be conducted no more frequently than once per year except in extreme circumstances. The Company and IC will attempt to limit the audit to a reasonable time to effectively complete the audit. The Company and IC shall respond promptly to requests generated during the audit to ensure timely completion of the audit. (T)

The Company will work cooperatively with other local exchange companies to develop joint audits of an IC in an effort to limit an IC's total state PIU audit to one per year.

3. Audits may be conducted by: (a) an independent auditor under contract to the Company; (b) a mutually agreed upon independent auditor; or (c) an independent auditor selected and paid for by the IC. If the IC selects option (c), where it pays for its own independent audit, the selected auditor must certify that the audit was performed following FCC procedures for measuring interstate and intrastate traffic as established by Commission Orders, and provide to the Company a report with supporting documentation to verify such procedures.

4. If a billing dispute arises or a regulatory commission questions the jurisdiction classification for Special Access (*a.k.a. BellSouth SPA*) service, the Company will ask the IC to provide the data the IC uses to determine the projected interstate percentage. The IC shall supply the data to an independent auditor within thirty days of the Company request. The IC shall keep records from which the percentage was determined and upon request of the Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages. (T)

##### C. Maintenance of IC Records

1. The IC and Reseller shall retain for a minimum of six months, call detail records, that substantiate the percentage data provided to the Company as set forth in A. preceding for **BellSouth SWA** service. Such records shall consist of a. and b. (if applicable,) following:

a. All call detail records, such as workpapers and/or backup documentation (including paper, magnetic tapes, or any form of records for billed IC traffic call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the IC's network), and

b. If the IC has a mechanized system in place that calculated its PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

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## E2. GENERAL REGULATIONS

### E2.3 Obligations of the IC (Cont'd)

#### E2.3.14 Jurisdictional Report Requirements (Cont'd)

##### D. Audit Results for *BellSouth SWA*

(T)

1. Audit results will be furnished to the IC via Certified U.S. Mail (return receipt requested.) The Company will adjust the IC's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit was completed, the usage for the quarter prior to completion of the audit, and to the usage for the two (2) quarters following the completion of the audit. After that time, the IC may report a revised PIU pursuant to A. preceding. If the revised PIU submitted by the IC represents a deviation of five percentage points or more from the audited PIU, and that deviation is not due to identifiable reasons, the provisions in B. preceding will be applied.
2. Both credit and debit adjustments will be made consistent with E2.4.1 to the IC's interstate and intrastate access charges for the specified period to accurately reflect the usage for the IC's account.
3. If, as a result of an audit conducted by an independent auditor, under contract to the Company, an IC is found to have overstated the PIU by twenty percentage points or more, the Company shall require reimbursement from the IC for the cost of the audit. The bills for the cost of the audit shall be due and paid in immediately available funds thirty days from receipt of such bills. Failure to pay within thirty days will result in the assessment of a late payment charge as set forth in E2.4.1.B. following.

##### E. Contested Audits

1. When a PIU audit is conducted by an independent auditor selected by the Company, the audit results will be furnished to the IC by Certified U.S. Mail (return receipt requested). The IC may contest the audit results based on substantive cause by providing written notification, by Certified U.S. Mail (return receipt requested), to the Company within thirty (30) calendar days from the date the audit report is furnished to the IC by Certified U.S. Mail. When a PIU audit is conducted by an independent auditor selected by the IC, the audit results will be furnished to the Company by Certified U.S. Mail (return receipt requested). The Company may contest the audit results by providing written notification, by Certified U.S. Mail (return receipt requested), to the IC within thirty (30) calendar days from the date the audit report is furnished to the Company by Certified U.S. Mail.
2. Contested audits may be resolved by a neutral arbitrator mutually agreed upon by the Company and the IC. Arbitration is an option provided in addition to the IC's existing right to file a complaint or legal action in a court of law or at the Commission for resolution of the dispute. The arbitration hearing will be conducted in a state or location within the Company operating territory where the IC maintains a principle or significant presence as mutually agreed upon by both parties, or a state and location within the Company operating territory that is mutually agreed upon by both parties. The arbitration proceeding shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to, the Uniform Arbitration Act, as adopted in that state. The arbitration shall determine the IC's PIU based on A. preceding.

## E2. GENERAL REGULATIONS

### **E2.3 Obligations of the IC (Cont'd)**

#### **E2.3.14 Jurisdictional Report Requirements (Cont'd)**

##### **E. Contested Audits (Cont'd)**

3. Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU percentage which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU percentage of either party or may adopt a PIU percentage different from those proposed by the parties. If the arbitrator adopts a PIU percentage proposed by one of the parties, the other party (whose PIU percentage was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage higher than either of the PIU percentages proposed by the parties, then the party proposing the lower PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage lower than either of the PIU percentages proposed by the parties, then the party proposing the higher PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage which falls between the two percentages adopted by the parties, then the parties shall each pay one-half of the arbitration costs.
4. Absent written notification, within the time frame noted preceding, the IC must comply with the provisions set forth in D. preceding. If the IC fails to comply with these provisions, the Company may refuse additional applications for service and/or refuse to complete any and all pending orders for service or may discontinue the provision of the services to the IC as specified in E2.1.8 preceding.

#### **E2.3.15 Determination of Intrastate Charges for Mixed Interstate and Intrastate BellSouth SWA Service**

- A. When mixed interstate and intrastate **BellSouth SWA** Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional feature charges, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in E2.3.14.A preceding will serve as the basis for prorating the charges. The percentage of a **BellSouth SWA** service to be charged as intrastate is applied in the following manner:
  1. For monthly and nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the stated tariff rate per element.
  2. For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent intrastate use times the actual use (i.e., measured or Company assumed average use) times the stated tariff rate.

The intrastate percentage will change as revised jurisdictional reports are submitted as set forth in E2.3.14 preceding.

#### **E2.3.16 Trouble Determination**

- A. The IC shall be responsible for receiving trouble reports from its end users and determining, by testing or other means if the source of trouble is caused by the equipment or facilities provided by the IC, its end user, or by the Company.
- B. When more than one Company service is used to provide service to an IC, the IC is responsible for determining which service provided by the Company is causing the reported trouble.
- C. The IC shall be responsible for payment of Maintenance of Service Charges as set forth in E13.3.1 following when reporting trouble to the Company and the obligations in A. and B. preceding are not met.

#### **E2.3.17 Reserved for Future Use**

#### **E2.3.18 Identification and Rating of VoIP-PSTN Traffic**

##### **(A) Scope**

This Section applies to VoIP-PSTN Traffic exchanged between the Company and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. VoIP-PSTN traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment.<sup>(1)</sup>

<sup>(1)</sup> Although the Company has taken the position that this tariff, by its own terms, already applies to VoIP-PSTN traffic, as defined herein, the Company has included this Section in the tariff out of an abundance of caution to prevent any claim that it does not so apply, and to implement the decision by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order") that VoIP-PSTN access traffic should be exchanged at interstate access rates (unless the parties have agreed otherwise). By its terms, the FCC Order is prospective only, and does not address preexisting law with regard to the applicability of intercarrier compensation or the enhanced service providers ("ESP") exemption to VoIP-PSTN Traffic. Including this section in the tariff in no way alters or otherwise affects the applicability of this tariff to VoIP-PSTN Traffic before the effective date of the FCC Order.

(N)

## E2. GENERAL REGULATIONS

### E2.3 Obligations of the IC (Cont'd)

#### E2.3.18 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(A) Scope (Cont'd)

- (1) This Section governs the identification of originating and terminating intrastate toll VoIP-PSTN traffic and facilities to which switched access rates apply (unless the parties have agreed otherwise) in accordance with the transitional Intercarrier Compensation framework for VoIP-PSTN traffic adopted by the Federal Communications Commission in its Report and Order, FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Specifically, this Section establishes the method that will be used to identify the percentage of the customer's intrastate access traffic that will be treated as intrastate toll VoIP-PSTN traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic"). (D)
- (2) This Section applies to originating and terminating intrastate switched access minutes of use ("MOU") and facility rate elements of all Access customers.
- (3) The customer shall not modify its reported PIU factor to account for the VoIP-PSTN Traffic for MOU and facility rate elements.

(B) Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic exchanged between the customer to the Company or another provider and facility rate elements identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed interstate switched access rates as specified in BellSouth Telecommunications LLC Tariff F.C.C. No. 1 unless the corresponding intrastate rate is lower. If the intrastate rate is lower than that rate will be used for billing. Hereafter, these billed rates will be referred to in this tariff as the relevant "VoIP Rates." (C) (N) (N) (N)

(C) Calculation and Application of Percent-VoIP-Usage Factors<sup>1</sup> (N)

The Company will determine the number of Relevant VoIP-PSTN Traffic originating MOU and the originating facility rate elements effective July 1, 2014 to which VoIP Rates will be applied under subsection (B), above, by applying the Percent VoIP Usage ("PVU") factor to the originating intrastate access MOU and the facilities between the Company and the customer. The PVU factors will be derived and applied as follows: (C) (C) (C)

- (1) The customer will calculate and furnish to the Company a factor (the "PVUC"), delineated by Carrier Identification Code ("CIC") or Operating Company Numbers ("OCNs"), representing the percentage (whole number) of the originating intrastate access MOU that the customer receives from the Company end users in the state which is sent to the Company that terminated in IP format at the end user. This PVUC shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information satisfactory to the Company. (C) (C) (D)
- (2) The Company will calculate and periodically update a (the "PVUT") VOIP usage factor for the Company. This factor (percentage) is calculated on an individual state basis: the intrastate originating minutes delivered to the customer which were originated in IP format by the Company's end users divided by the total intrastate originating access MOU that the Company delivered to the customer's end users. This PVUT shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. (C) (C)
- (3) The Company will develop a customer Percent VoIP Usage ("PVU") factors combining the customer's PVUC factor with the Company's PVUT factor.
  - a) The PVU calculation below is applied when the Company does not bill based on actual call detail records for the Company's intrastate IP traffic at interstate rates. (T)

$$PVU = PVUC + [PVUT \times (1-PVUC)] \text{ applied to the Company's end user's originating intrastate MOU and facility rate elements} \quad (C)$$

Example: The customer reported that their PVUC as 40%. The Company's PVUT is 10%. This results in the following:

$$PVU = 40\% \text{ plus } (10\% \text{ times } (1-40\%)) = 46\%$$

This means that 46% of the originating Intrastate MOU exchanged between the customer and the Company's end users will be rated at Interstate rates. (C)

<sup>1</sup> Consistent with FCC regulations (47 CFR 51.913(a)), for the period of July 2012 through June 2014 Intrastate VoIP originating usage and originating dedicated facilities charges are required to be at the Intrastate rate and rate structure. Effective July 1, 2013, the Terminating usage and dedicated facilities are at the Interstate rate structure and the lower of the Interstate or Intrastate rates. (N) (N) (N)

## E2. GENERAL REGULATIONS

### E2.3 Obligations of the IC (Cont'd)

#### E2.3.18 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(C) Calculation and Application of Percent-VoIP-Usage Factors (Cont'd)

(3) (Cont'd)

b) The PVU calculation below is applied when the Company bills are based on the actual originating call detail records for the Company's intrastate IP traffic at interstate rates. (C) (T)

The formula for usage will be as follows:

$PVU = PVUC \times (1 - PVUT)$  applied to the Company's TDM end user's originating intrastate MOU. (C)

$PVU = PVUC + [PVUT \times (1 - PVUC)]$  applied to the facility rate elements.

Example: The Company has identified that there were 10,500 originating intrastate MOU from the Company's IP end users and delivered to the customer's end users. The customer reported that their PVUC as 40%. The Company's PVUT is 10%. This results in the following:

$$PVU = 40\% \text{ times } (1 - 10\%) = 36\%$$

This means that 36% of the originating Intrastate MOU exchanged between the Company's TDM end users and the customer will be rated at VoIP Rates and the originating intrastate 10,500 MOU will also be rated at VoIP Rates. (C) (C)

For the originating facility rate elements, the formula that is applied to the intrastate dedicated facilities is as follows:

$$PVU = 40\% \text{ plus } (10\% \text{ times } (1 - 40\%)) = 46\%$$

Therefore, 46% of the originating intrastate facilities will be rated at interstate rates. (C)

(4) The Company will apply the customer's PVUC to originating traffic exchanged between the third party providers (eg Independent Company and local exchange carrier) subtending the Company's access tandem and customer. (C) (C)

The customer may elect to provide a different factor ("PVUC3") that represents the originating VoIP-PSTN traffic that is exchanged between the third party providers and customer. (C) (C)

(5) If the customer does not furnish the Company with a PVUC pursuant to the preceding paragraph (C) (1), the Company will utilize a customer PVUC of 0%.

(D) PVU Factor Updates

The customer may update the PVUC factor quarterly using the method set forth in Subsection (C)(1) and (4), above. If the customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVUC factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVUC to calculate a revised PVU. The revised PVU factor will only apply prospectively and serve as the basis for billing until superseded by a new PVU.

The customer must update the PVUC factor no later than June 1, 2014 to reflect the use of originating VOIP traffic as delineated in Subsection (C)(1) and (4) or the Company will utilize a customer PVUC of 0%. (N)

## E2. GENERAL REGULATIONS

### E2.3 Obligations of the IC (Cont'd)

#### E2.3.18 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(E) PVU Factor Verification

(T)

Not more than twice in any year, the Company may ask the customer to verify the PVUC factor furnished to the Company. The customer shall comply, and shall reasonably provide the records and other information used to determine their PVUC, as specified in section (C)(1), and (4), above. The customer shall retain and maintain (for verification purposes) the records and other information used to determine the PVUC, for at least 12 months after the PVUC is filed (or longer if any other section of the Company's tariffs or applicable law requires a longer period). The verification process shall be conducted consistent with the provisions in Section 2.3.10(B)(D)(E) of BellSouth Telecommunications LLC Tariff F.C.C. No. 1.

(F) Verification Process

(N)

The Telephone Company will review these customer-provided PVUC records referenced in (E), above. If the review results represent what the Telephone Company considers to be a substantial deviation from the customer's previously reported PVUC or if the PVUC appears unreasonable as compared to other related types of data, the Telephone Company will contact the customer within 30 days. This deviation issue will be dealt with in one of the following ways. The current PVUC will continue to be utilized until resolution from either of the 2 methods below.

- (1) The Telephone Company and the customer will come to an agreement as to an appropriate PVUC within 30 days of the provision of the PVUC records.
- (2) Within 90 days of the receipt of these records, the Telephone Company will review or audit these records. If these PVUC records are not available or these records are not substantive enough to calculate a PVUC, then a PVUC factor of zero will be assigned. This zero PVUC will be utilized until either a PVUC can be agreed upon between the Telephone Company and the customer or an audit can be completed utilizing records acceptable for an audit conclusion. When an audit has been completed employing the records acceptable for an audit conclusion, the PVUC resulting from the audit will be employed until the next customer-provided PVUC is available as referenced in the (E) or (F) procedures above.

(N)

## E2. GENERAL REGULATIONS

### E2.3 Obligations of the IC (Cont'd)

#### E2.3.19 800 Number Provisioning

The provision of BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening service, provided from Section 6 of Tariff FCC No. 1, requires the IC's subscription to basic BellSouth 8XX Toll Free Dialing Number Administration service features found in Section E13. of this Tariff or as an alternative the provision of those features by other responsible organizations or through direct access by the IC to the Service Management System.

(C)

#### E2.3.20 BellSouth SWA Credit

A. As ordered on May 17, 1994 in Docket No. P-100, Sub 126, Defined-Radius Discount Calling Plan, and on February 9, 1994 in Docket Nos. P-141, Sub 19 and P-100, Sub 65, and Sub 72, the Company will credit the IC the difference between the average revenue per minute for (1) MTS, Defined-Radius Plans, Defined-Area Plans, DDD, OCPs, Saver Service, WATSSaver and any future services of a similar nature in the aggregate; (2) BellSouth SWA WATS; (3) or BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening service; and the average intrastate calculated composite BellSouth SWA rate. The Company will recalculate and change, if necessary, the credit applicable to IC traffic when any BellSouth SWA rate element changes, once a proposed change in the price of one of the existing toll services becomes effective, or on January 1, 1995 and July 1, 1995 and on July 1 of each year thereafter. The credit will be given as long as the intrastate BellSouth SWA charges exceed the average intraLATA toll rate.

1. BellSouth SWA Credit Per Originating IntraLATA Minute of Use

	Rate	USOC
(a) Per Originating IntraLATA Minute of Use	\$0.0000	NA

#### E2.3.21 Utilization of Alternative Access Providers

When the customer of record for an access service utilizes the service(s) of an alternative access provider, it will be the obligation of the customer to monitor the actions of the alternative access provider to insure that the customer's desired service interconnections and grades of service are maintained.

## E2.4 Payment Arrangements and Credit Allowances

#### E2.4.1 Payment of Rates, Charges and Deposits

A. The Company may, in order to safeguard its interests, require an IC which has a proven history of late payments to the Company or does not have established credit with the Company to make a deposit prior to or at any time after the provision of a service to the IC to be held by the Company as a guarantee of the payment of rates and charges.

The Company will notify the customer of a deposit requirement by Certified Mail or Overnight Delivery. The customer will be required to make payment of such deposit prior to the provision of new service in those cases where the customer has not established credit with the Company, or otherwise within fifteen (15) days of such notice for customers with existing services. Such notice period will start the day after the notice is rendered by Certified Mail or Overnight Delivery.

No such deposit will be required of an IC which is a successor of a company which has established credit and has no history of late payments to the Company. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the IC from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the IC is terminated, the amount of the deposit will be credited to the IC's account and any credit balance which may remain be refunded.

Such a deposit may be refunded or credited to the IC's account when the IC has established credit in accordance with N.C.U.C. Commission Rule R 12-2 or, in any event, after the IC has established a one-year prompt payment record in accordance with N.C.U.C. Commission Rule R 12-5(b), at any time prior to the termination of the provision of the service to the IC. In case of a cash deposit, for the period the deposit is held by the Company, the IC will receive simple annual interest as specified in Section A2. of the Company's General Subscriber Service Tariff unless a different rate has been established by the appropriate legal authority. Should a deposit be credited to the IC's account, as indicated preceding, no interest will accrue on the deposit from the date such deposit is credited to the IC's account.

B. The Company shall bill on a current basis all charges incurred by and credits due to the IC under this Tariff attributable to services, including, but not limited to, maintenance of service as set forth in E13.3.1 *of this Tariff*, established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. The bill day (i.e., the billing date of a bill for an End User or IC for Access Service under this Tariff), the period of service each bill covers and the payment due date will be as follows:

1. For services under this Tariff that are billed directly to the End User, the Company will establish a bill day each month for each end user account. The bill will cover charges applicable to the End User for the ensuing billing period. Any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for the charges applicable to the End User will be applied to this bill.

## E2. GENERAL REGULATIONS

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

#### E2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

##### B. (Cont'd)

2. For services provided under this Tariff that are billed directly to the IC, the Company will establish a bill day each month for each IC account. The bill will cover nonusage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled nonusage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in 3. following. (M)
3. All bills dated as set forth in 2. preceding for service provided to the IC by the Company are due on the payment due date. The payment due date is the date which is 31 days after the bill day or by the next bill date (i.e., same date in the following month as the bill date) whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the IC as follows:

If such payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If such payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday.

Further, if any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty may be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor of one percent per month.

4. In the event of a billing dispute, the IC must submit a documented claim for the disputed amount. If the dispute is submitted on or before the payment due date or within ninety days after the payment due date and the disputed amount is paid prior to the resolution of the dispute, any interest credits due the IC upon resolution of the dispute shall be calculated from the date of the overpayment to the resolution date. If the dispute is submitted more than ninety days after the payment due date and the disputed amount is paid prior to resolution of the dispute, any interest credits due the IC upon resolution of the dispute shall be calculated from the dispute date or the date the payment is made, whichever occurs later, to the resolution date. The Company will resolve the dispute and assess interest credits or late payment penalties to the IC as follows:
  - If the dispute is resolved in favor of the Company and the IC has paid the disputed amount on or before the payment due date, no credits or late payment penalties will apply to the disputed amount.
  - If the dispute is resolved in favor of the Company and the IC has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty as set forth in 3. preceding.
  - If the dispute is resolved in favor of the IC and the IC has withheld the disputed amount, no credits or late payment penalties will apply to the disputed amount.
  - If the dispute is resolved in favor of the IC and the IC has paid the disputed amount, the IC will receive a credit from the Company for the disputed amount times a late factor as set forth in 3. preceding.

## E2. GENERAL REGULATIONS

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

#### E2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

- C. Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this Tariff will be prorated based on the number of days the IC had service during the billing period times one-thirtieth (1/30th) the monthly rate. Billing for service begins on the day following the date of installation and shall accrue through and include the day service is discontinued. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.
- D. When a rate as set forth in this Tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- E. When more than one copy of an IC bill for services provided under the provisions of this Tariff is furnished to the IC, an additional charge applies for each additional copy of the bill as set forth in E13.3.6 following.
- F. The dispute date is the date the IC presents sufficient documentation to support the claim. Sufficient documentation consists of the following information, where such information is relevant to the dispute and reasonably available to the IC:

- 1. **Special Access (a.k.a. *BellSouth SPA*)** (T)
  - a. The nature of the dispute (i.e., incorrect rate, incorrect circuit type etc.), including the basis for the IC's belief that the bill is incorrect.
  - b. The billing account number(s) assigned by the Company.
  - c. The amount of money in dispute.
  - d. The date of the bill in dispute.
- 2. ***BellSouth SWA* (Non-Usage)** (T)
  - a. The nature of the dispute (i.e., incorrect rate etc.), including the basis for the IC's belief that the bill is incorrect.
  - b. The billing account number(s) assigned by the Company.
  - c. The amount of money in dispute.
  - d. The date of the bill in dispute.
- 3. ***BellSouth SWA* (Usage)** (T)
  - a. The nature of the dispute (i.e., incorrect rate, incorrect minutes of use, etc.), including the basis for the IC's belief that the bill is incorrect.
  - b. The type of usage (i.e., originating or terminating).
  - c. The Company end office where the minutes of use originated or terminated (if applicable).
  - d. The number of minutes in dispute.
  - e. The billing account number(s) assigned by the Company.
  - f. The amount of money in dispute.
  - g. The date of the bill.

## E2. GENERAL REGULATIONS

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

#### E2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

G. The Company and the IC shall work cooperatively to resolve the dispute.

If additional information from the IC would assist in resolving the dispute, the IC may be requested to provide additional information relevant to the dispute and reasonably available to the customer. This data may include, but is not limited to summarized usage data by time of day. The request for such additional information shall not affect the dispute date established pursuant to E2.4.1.F. preceding.

H. For purposes of E2.4.1.B.4., the resolution date is the date on which the Company completes the investigation of the dispute, and the Company's service representative notifies the IC of the disposition and notes the IC's account or when the Company forwards the amount of credit to the customer, depending upon IC preference.

I. At the option of the IC or end user, all nonrecurring charges associated with a Standard or Negotiated Interval Access Order may be billed over a three month period subject to the following:

- 50% of the total nonrecurring charges will be billed in the first monthly billing period after the charges are incurred, and 25% of the total nonrecurring charges plus an Extended Billing Plan Charge will be billed in each of the following two monthly billing periods. The Late Payment Penalty as outlined in E2.4.1.B preceding will not apply.

- The Extended Billing Plan Charge is calculated at a rate of 1.0% per month or 12% annually, on the remaining balance of the nonrecurring charges.

- The IC or end user must request extended billing at the time the Access Service Request is placed for a Standard or Negotiated Interval Access Order.

- The IC or end user may elect to pay all or any part of the unbilled charges before the expiration of the Extended Billing Plan. If payment is received by the Company prior to the next monthly billing date, such payment will be reflected in the calculation of the remaining balance to which the Extended Billing Plan Charge will apply. In order for the IC or end user to prepay any part of the remaining balance associated with the Extended Billing Plan, the IC or end user must designate the amount of the payment to be credited to such remaining balance.

- If the IC or end user disconnects service before the expiration of the plan period, all unbilled charges plus the Extended Billing Plan Charge, if applicable, will be included in the final bill rendered.

- This payment arrangement is not available for Daily Program Audio (*a.k.a. BellSouth SPA Program Audio*). (T)

- If the IC or end user fails to make any of the payments on the payment due date as set forth in Section B2. preceding, these late payment charges as specified, will apply.

## E2. GENERAL REGULATIONS

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

#### E2.4.2 Minimum Periods

- A. The minimum periods for which services are provided and for which rates and charges are applicable are set forth in Section E5 of this intrastate Tariff and Section 6 of Tariff FCC No. 1, for BellSouth® SWA and Special Access (a.k.a. BellSouth® SPA) services; in Sections E8 and E9 following, for Billing and Collection Services and BellSouth® Directory Assistance Access service; in Section E14 following for Special Construction; and, in Section E29 for Optical Transport Access Service.
- B. The minimum period for which service is provided and for which rates and charges are applicable for a Specialized Service or Arrangement provided on an individual case basis, as set forth in E12, following is one month unless a different minimum period is established with the individual case filing.
- C. When a service is discontinued prior to the expiration of the minimum period, charges are applicable for the remaining portion of the minimum period, whether the service is used or not, and will be based on the rates in effect for the service at the time of discontinuance.

#### E2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in other applicable sections of this Tariff.

#### E2.4.4 Credit Allowance for Service Interruptions

##### A. General

A service is interrupted when it becomes unusable to the IC or End User because of a failure of a facility component used to furnish service under this Tariff. A credit allowance will be made for the period in excess of 24 hours the service is interrupted. An interruption period starts when an inoperative service is reported by the IC and ends when the service is operative.

For calculating credit allowances, every month is considered to have 30 days.

## E2. General Regulations

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

#### E2.4.4 Credit Allowance for Service Interruptions (Cont'd)

##### B. When A Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the IC or End User, shall be as follows:

1. For BellSouth® SWA Dedicated Interoffice Channels, Channelization Equipment, Switched Local Channel, Dedicated End Office Trunk Port Service, Dedicated Tandem Trunk Port, Special Access (a.k.a. BellSouth® SPA) services and for Fast Packet Access services, no credit shall be allowed for an interruption of less than twenty-four hours. The IC or End User shall be credited for an interruption of twenty-four hours or more at the rate of 1/30 of the monthly charge for the service for each period of twenty-four hours or major fraction thereof that the interruption continues from the time of notice to the Company that an interruption has occurred.

The monthly charges used to determine the credit shall be as follows:

- a. The monthly charge shall be the total of all the monthly rate element charges associated with the service:
  - For BellSouth® SWA Transport: Switched Local Channel, Dedicated End Office Trunk Port Service, Dedicated Tandem Trunk Port Service, BellSouth® SWA Dedicated Interoffice Channel, Channelization Equipment (if applicable) and any Optional Features and Functions
  - For Special Access (a.k.a. BellSouth® SPA) two-point services: two Local Channels, Interoffice Channel and Optional Features and Functions
- b. For BellSouth® SWA channelized services, the monthly charge shall be the total of all monthly rate elements charges associated with that portion of the service that is inoperative. When the facility which is channelized or the Basic Channelization System itself is inoperative, the monthly charge shall be the total of all the monthly rate elements associated with the service (i.e., the Switched Local Channel, Switched Interoffice Channels, Channelization Equipment, including the Basic Channelization System on the facility to the Hub, if applicable).
- c. For BellSouth® Managed Shared Ring service, the monthly charge shall be the monthly charges associated with the service (e.g., Off-Net). (D)
2. Credit allowances for interruptions to BellSouth® SWA service and BellSouth® Directory Assistance Access service apply only to the applicable monthly rates. In the case of service billed based upon actual usage, no credit allowance is applicable.
3. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rate and the minimum monthly usage charge for the service interrupted in any one monthly billing period.
4. For certain Special Access (a.k.a. BellSouth® SPA) services (Wideband Digital, WD1-4; Digital Data Access (a.k.a. BellSouth® SPA DS0 Digital Data), DA1-4; and High Capacity (a.k.a. BellSouth® SPA High Capacity), HC1), any period during which the error performance is below that specified for the service will be considered as an interruption.
5. Service interruptions for Specialized Service or Arrangements provided under the provisions of **Section E12** shall be administered in the same manner as those set forth in E2.4.4. *of this Tariff*, unless other regulations are specified with the individual case filing.
6. For the channels used with BellSouth® Managed Shared Ring service, failure by the Company to meet the performance guarantee described in E7.5.1 of this Tariff will prompt the credit described in that section. The combined total of the credit allowance during a month for failure to meet the performance guarantee for BellSouth® Managed Shared Ring service in Section 6.7.21 of Tariff FCC No. 1, as applicable, and the credit for service interruption contained in this section shall not exceed the monthly rate for the portion of the service affected. (D)
7. For BellSouth® Wavelength service, a credit for a service interruption of thirty minutes or more per occasion shall be 100 percent of the monthly charges for the BellSouth® Wavelength service. A customer must report the outage in order to receive service outage credit. The total credit received in any month shall not exceed the monthly rate for the service. (D)

<sup>®</sup> Registered Service Mark of BellSouth Intellectual Property Corporation

<sup>®</sup> BellSouth is a registered trademark of BellSouth Intellectual Property Corporation

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## E2. GENERAL REGULATIONS

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

#### E2.4.4 Credit Allowance for Service Interruptions (Cont'd)

C. When Credit Allowance Does Not Apply

No credit allowance will be made for:

1. Interruptions caused by the negligence of the IC, end user or the IC's authorized agent.
2. Interruptions of a service due to the failure of equipment or systems provided by the IC, end user or others.
3. Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
4. Interruptions of a service during any period when the IC or end user has released a service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service.
5. Interruptions of a service which continue because of the failure of the IC or End User to authorize replacement of any element of special construction, as set forth in E14 following. The period for which no credit allowance is made begins on the seventh day after the IC or End User receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the IC's or End User's written authorization for such replacement.
6. Periods when the IC or End User elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
7. Interruptions caused by the failure of other Company provided services, which are connected by the IC at its terminal location or by the End User at its premises.
8. An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.
9. (DELETED) (D)
10. (DELETED) (D)
11. (DELETED) (D)

## E2. GENERAL REGULATIONS

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

#### **E2.4.4 Credit Allowance for Service Interruptions (Cont'd)**

**D. Use of an Alternative Service Provided by the Company**

Should the IC elect to use an alternative service provided by the Company during the period that a service is interrupted, the IC must pay the tariffed rates and charges for the alternative service used.

**E. Temporary Surrender of a Service**

In certain instances, the IC may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the IC consents, a credit allowance will be granted. The credit allowance will be 1/30 of the monthly rate for each period of 24 hours or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

#### **E2.4.5 Services Included in Netting**

Payment for services obtained by an IC under the provisions of this Tariff, except for services set forth in E3. following, and as set forth in E14. following for Special Construction, when Bill Processing Service and/or Private Line Billing Service is provided by the Company to the IC, will be included in the netting of accounts receivable as set forth in E8.2.3 following when the IC has been notified by the Company.

#### **E2.4.6 Re-establishment of Service Following Fire, Flood or Other Occurrence**

**A. Nonrecurring Charges Do Not Apply**

Charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

1. The service is of the same type as was provided prior to the fire, flood or other occurrence.
2. The service is for the same IC or End User.
3. The service is at the same location on the same premises.
4. The re-establishment of service begins within 60 days after Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period.

**B. Nonrecurring Charges Apply**

Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

#### **E2.4.7 Title or Ownership Rights**

**A. The payment of rates and charges by ICs or End Users for the services offered under the provisions of this Tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.**

**B. Title or ownership rights to Specialized Service or Arrangements designed by the Company to meet an IC's or End User's request remain with the Company except as specifically provided for by written agreement of all parties.**

## E2. GENERAL REGULATIONS

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

#### E2.4.8 Billing of Access Service Provided by Multiple Companies

The Company will adhere to the standards for billing of access service by multiple companies that are set forth in reference documents Ordering and Billing Forum: Multiple Exchange Carrier Access Billing (MECAB) and Ordering and Billing Forum: Multiple Exchange Carrier Ordering and Design (MECOD).

##### A. Feature Group A (FGA) Service

When a Feature Group A Switched Access Service is ordered by an IC where one end of the Transport Element is in the Company's operating territory and the other end is in another Exchange Telephone Company's operating territory, the Exchange Telephone Company in whose territory the *FGA dial-tone office* is located will accept the order. In addition, the Exchange Telephone Company in whose territory the IC *serving wire center* is located must also receive a copy of the order from the IC. The Exchange Telephone Company that accepts the order will then determine the charges involved, arrange to provide the Access Service ordered and bill the charges in accordance with its Access Service Tariff.

Upon agreement of the companies involved in the provision of FGA service, the dedicated portions of FGA service (i.e. Switched Dedicated Interoffice Channel, Switched Local Channel and Channelization Equipment) will be billed in accordance with the provision of B. and C. following. For non-dedicated portions of FGA service, including the Interconnection charge, the rates of the billing company will apply.

(DELETED)

##### B. Single Bill Arrangement

###### 1. General

If agreed to by the Exchange Telephone Companies involved in the provision of the service, single bill arrangements will be *provided for FGB, FGD and the dedicated portions of FGA service*. In the event that the Exchange Telephone Companies involved agree to change from one billing arrangement to another, the IC will be notified at least thirty days prior to the effective date of such change. (D)

###### 2. Ordering

The IC shall place its access service request with each Exchange Telephone Company involved in the provision of the service.

###### 3. Rating and Billing of Service

The billing company will be as agreed to by the Exchange Telephone Companies involved in the provision of the service. The single bill arrangement may be provided under the following single bill alternatives if agreed to by such companies:

###### a. Single Bill - Single Tariff

The billing company will bill and collect all appropriate charges in accordance with the regulations, rates and charges in its Access Service Tariff, or

###### b. Single Bill - Multiple Tariff

The billing company will bill and collect all appropriate charges in accordance with the rates and charges in its access tariff, for the portion of the service it provides, and in accordance with the rates and charges of the access tariffs of the other Exchange Telephone Companies involved, for the portion of the service which they provide, with the exception that the billing company's billing regulations, (regulations regarding deposits, late payments, late payment penalties, disputes, interest credits, and extended billing), shall apply. *The Interconnection charge of the end office Company will apply.* The bill will separately identify each company's rates and charges, or

Where there are more than two companies involved in the provisioning of Switched Access Services, the companies other than the two end office companies will be compensated based on the portion of the service they provide.

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## E2. GENERAL REGULATIONS

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

#### E2.4.8 Billing of Access Service Provided by Multiple Companies (Cont'd)

B. Single Bill Arrangement (Cont'd)

3. Rating and Billing of Service (Cont'd)
  - c. Single Bill - Pass Through

The billing company will bill and collect all appropriate charges in accordance with the rates and charges in the access tariffs of the other involved Exchange Telephone Companies, as forwarded to it by such companies for the portion of the service they provide, and in accordance with the rates and charges in its own access tariff for the portion of the service it provides. *The Interconnection charge of the end office Company will apply.* The bill will separately identify each company's rates and charges.

For b. and c. preceding, the charges billed for the portion of service provided by this Company are determined as set forth in C.3.a., b. and c. following. For nonrecurring charges, **one hundred** percent of this Company's charge shall apply.

C. Multiple Bill Arrangement

1. General

Separate bills will be rendered by the Exchange Telephone Companies for **FGB and FGD and the dedicated portions of FGA Access Service** if the administration of a single bill arrangement, as set forth in B. preceding, is not agreed upon by the companies involved. In the event that the Exchange Telephone Companies involved agree to change from one billing arrangement to another, the IC will be notified at least thirty days prior to the effective date of such change.

(D)

## E2. GENERAL REGULATIONS

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

#### E2.4.8 Billing of Access Service Provided by Multiple Companies (Cont'd)

##### C. Multiple Bill Arrangement (Cont'd)

###### 2. Ordering

The IC shall place its access service request with each Exchange Telephone Company involved in the provision of the service.

###### 3. Rating and Billing of Service

Each company will provide its portion of the access service based on the regulations, rates and charges contained in its Access Service Tariff, subject to the following rules, as appropriate:

a. The charges billed by this Company for mileage sensitive rate elements, e.g., BellSouth SWA Transport, Special Access (a.k.a. BellSouth SPA) service Interoffice Channel, or BellSouth Directory Assistance Access Transport, are determined as follows:

- (1) The total mileage for the service is computed using the V&H Coordinate Method set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION TARIFF FCC NO. 4 (NECA NO. 4).
- (2) A billing factor is determined from NECA No. 4 directly.
- (3) This Company's rates and charges are then multiplied by the appropriate quantity (ies) and the billing factor to obtain the charges for this Company.

An example of this methodology is shown in 4. following.

Where there are more than two companies involved in the provisioning of BellSouth SWA services, the companies other than the two end office companies will be compensated based on the portion of the service they provide.

b. The application of nondistance sensitive rate elements varies according to the rate structure and the location of the facilities involved:

- (1) When rates and charges are listed on a per point of termination basis, this Company's rates will be billed for the termination(s) within this Company's operating territory.
- (2) When rates and charges are listed on a per unit basis, e.g., central office bridging or channelization, this Company's rates and charges will apply for units located in this Company's operating territory. *For switched access common transport between a Telephone Company access tandem and an end office of another Telephone Company, 50 percent of this Telephone Company's Common Transport DS3 to DS1 Multiplexer rate, as set forth in Section 6.8.1 of Tariff FCC No. 1, and this Telephone Company's Directory Transport DS3 to DS1 Multiplexer rate, as set forth in E9.5.3 of this Tariff shall apply.*
- (3) When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by this Company.
- (4) When rates and charges are listed on a per service basis, this Company's rates and charges are allocated based upon the ratio of points on the access circuit that this company owns, in relation to the total number of points on the circuit.
- (5) For Switched Interoffice Channel Facility Termination rates, and Special Access (a.k.a. BellSouth SPA) Interoffice Channel fixed rates, fifty percent of this Company's rate will apply for each end of the Interoffice Channel that this Company provides.

For example:

If the BellSouth SWA Dedicated Interoffice Channel Facility Termination rate is \$15.00, and this Company provides only one end of this BellSouth SWA Dedicated Interoffice Channel, the rate would be fifty percent of \$15.00, or \$7.50.

If this Company does not provide either end of the Switched Interoffice Channel, this Company's Switched Interoffice Channel Facility Termination rate shall not apply.

- (6) Where this Company is the end Office Company, one hundred percent of this Company's Interconnection charge will apply.
- c. For nonrecurring charges, one hundred percent of this Company's charge shall apply; *provided however, that for installation charges pursuant to Section 6.8.1 of Tariff FCC No. 1, only fifty percent of this Telephone Company's installation charges will apply where, for trunks installations this Telephone Company owns neither the involved end office or access tandem, or for line side installations this Telephone Company does not own the Feature Group A dial tone office.*

(C)

(C)

## E2. GENERAL REGULATIONS

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

#### E2.4.8 Billing of Access Service Provided by Multiple Companies (Cont'd)

C. Multiple Bill Arrangement (Cont'd)

4. Multiple Bill Example<sup>1</sup> for *Switched Transport Rate Elements*

a. Assume *Switched Dedicated/Common Transport* is ordered to an End Office in the operating territory of Company A. The IC premises is located in the operating territory of Company B.

(1) Switched Dedicated Transport

(C)

(C)

(C)

(N)

% the following in an art sic offset

*Assume 20 miles of Switched Dedicated Transport (DT); Assume 8,000 minutes of use; Assume billing factor from NECA No. 4 of 28% for Company A and 72% for Company B.*

(C)

**COMPANY A - DT**      = \$1.00 per mile  
**FT**                        = \$25.00 per month  
**INTERC.**                = \$.002 per mou

(C)

**DT**                         $20 \text{ mi} \times \$1.00 \times 28\% = \$ 5.60$   
**FT**                         $\$25.00 \times 50\% = \$12.50$   
**INTERC.**                 $\$.002 \times 8,000 \text{ mou} = \$16.00$

(C)

**COMPANY A SWITCHED TRANSPORT**    = \$34.10

(C)

(M)

**Note 1:** Rates used in each example are for example purposes only.

(N)

## E2. GENERAL REGULATIONS

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

#### E2.4.8 Billing of Access Service Provided by Multiple Companies (Cont'd)

C. Multiple Bill Arrangement (Cont'd)

4. Multiple Bill Example<sup>1</sup> for *Switched Transport Rate Elements (Cont'd)*

a. (Cont'd)

*COMPANY B - DT*      = \$ .50 per mile  
*FT*                        = \$15.00 per month  
*SW LC*                   = \$10.00 per month

*SW LC*                   = \$ 10.00  
*FT*                        = \$15.00 x 50%      = \$ 7.50  
*DT*                        = 20 mi x \$.50 x 72% = \$ 7.20

**COMPANY B SWITCHED TRANSPORT = \$24.70**

**Note 1:** Rates used in each example are for example purposes only.

## E2. GENERAL REGULATIONS

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

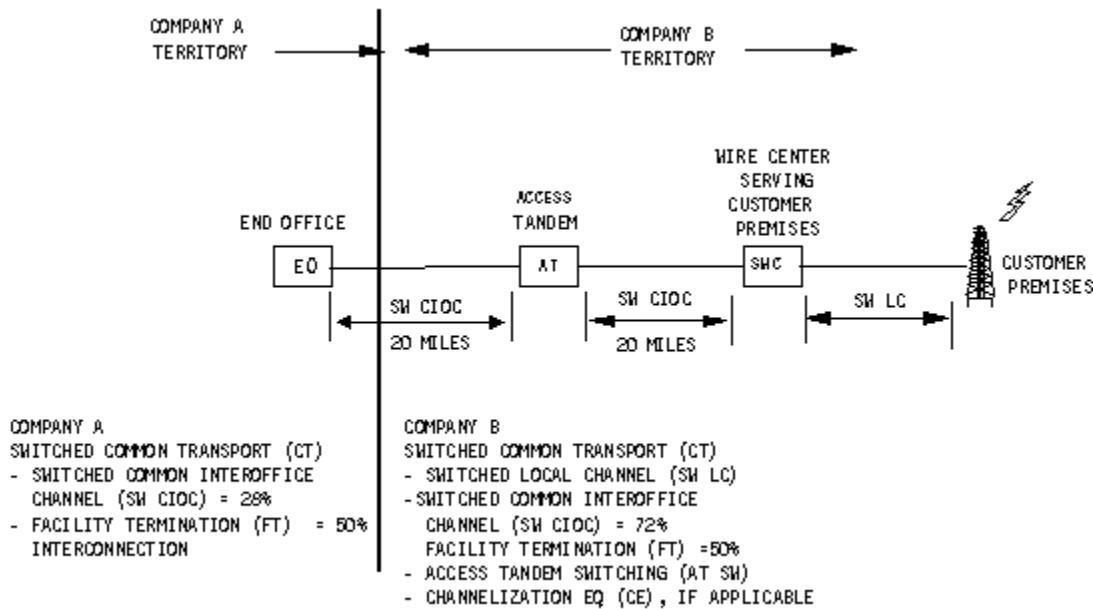
#### E2.4.8 Billing of Access Service Provided by Multiple Companies (Cont'd)

##### C. Multiple Bill Arrangement (Cont'd)

###### 4. Multiple Bill Example<sup>1</sup> for Switched Transport Rate Elements (Cont'd)

###### a. (Cont'd)

###### (2) Switched Common Transport



#### HYPOTHETICAL EXAMPLE

(N)

Assume 20 miles of Switched Common Transport (CT); and 8,000 minutes of use; assume a billing factor from NECA 4 of 28% for Company A and 72% for Company B.

COMPANY A - CT	= \$.0001 per mou/per mile	
- <b>CT FT</b>	= \$.0001 per mou	(C)
- <b>Interconnection</b>	= \$.002 per mou	(T)
- <b>Interconnection</b> \$.002 x 8,000 mou	= \$16.00	(T)
- CT 20 mi x \$.0001 x 8,000 mou x 28%	= \$4.48	
- <b>CT FT</b> \$.0001 x 8,000 mou x 50%	= \$.40	(C)

COMPANY A SWITCHED TRANSPORT = \$20.88

**Note 1:** Rates used in each example are for example purposes only, *and do not include multiplexing, tandem trunk ports and end office trunk ports.*

(C)

## E2. GENERAL REGULATIONS

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

#### E2.4.8 Billing of Access Service Provided by Multiple Companies (Cont'd)

##### C. Multiple Bill Arrangement (Cont'd)

4. Multiple Bill Example<sup>1</sup> for Switched Transport Rate Elements (Cont'd)
  - a. (Cont'd)

#### HYPOTHETICAL EXAMPLE (CONT'D)

(N)

COMPANY B - CT	= \$.0003 per mou/per mile	
<i>CT</i> FT	=\$.0001 per mou	(C)
AT Switching	=\$.00005 per mou	
SWLC	=\$10.00	
DT	=\$2.00 per mile	(N)
DT FT	=\$30.00 per month	(N)
SWLC	=\$10.00	
AT SW \$.00005 x \$8.000 mou	=\$.40	
CT 20 mi. x \$.0001 x 8,000 mou x 72%	=\$11.52	
<i>CT</i> FT \$.0001 x 8,000 mou x 50%	=\$.40	(C)
DT 20 mi. x \$2.00	=\$40.00	(N)
DT FT	=\$30.00	
COMPANY B SWITCHED TRANSPORT	<b>=\$92.32</b>	(C)

#### E2.4.9 Optional Payment Plan

##### A. Channel Services Payment Plan

###### 1. General

- a. The regulations specified herein are applicable to Special Access (a.k.a. BellSouth SPA) facilities as indicated in the appropriate sections of this Tariff for channel services.

**Note 1:** Rates used in each example are for example purposes only, *and do not include multiplexing, tandem trunk ports and end office trunk ports.*

(C)

## E2. GENERAL REGULATIONS

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

#### E2.4.9 Optional Payment Plan (Cont'd)

##### A. Channel Services Payment Plan (Cont'd)

- 1. General (Cont'd)
  - b. Facilities furnished under the Channel Services Payment Plan (CSPP) are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff except as noted herein.
  - c. The CSPP is a payment plan which allows **IC** to pay fixed rates for channel **service** equipment and/or facilities over **optional contractual** payment periods. A specific monthly rate applies for the duration of each period as follows, **or** as specified otherwise in this Tariff.
    - (1) 36 month Term Payment Plan - payment periods may be selected from 24 months to 48 months in length, at 36 month rates and charges<sup>1,2</sup>. (N)
    - (2) 60 month Term Payment Plan - payment periods may be selected from 49 months to 72 months in length, at 60 month rates and charges<sup>1,2</sup>. (N)
    - (3) 84 month Term Payment Plan - payment periods may be selected from 73 months to 96 months in length, at 84 month rates and charges<sup>1,2</sup>. (N)
  - d. (DELETED)
  - e. (DELETED)
  - f. When the IC selects a payment period or extends an existing payment period beyond a 96 month service period, the 84 month Term Payment Plan (or the longest available tariffed service period) rates will apply<sup>1</sup>.
  - g. When the IC orders service to be provided under a CSPP arrangement, the IC must designate to the Company the payment plan and the service period desired, e.g. 84 month Term Payment Plan and 96 months<sup>1</sup>.
- 2. Application of Rates and Charges
  - a. **Rates stabilized** under a CSPP **arrangement are exempt from** Company initiated **increases. However, decreases (except for rates changed under a restructure) will automatically flow through to the IC.**
  - b. In the event that all or any part of a service is disconnected at **IC** request prior to expiration of any selected payment period of greater than one month's duration, the **IC** will be required to pay a termination charge as stated in that service's section of this Tariff.
  - c. When **IC** renew or change the length of their payment 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 payment period.
  - d. Recurring rates and nonrecurring charges apply according to the appropriate schedules for services offered as associated items to Channel Services, and are filed elsewhere in this Tariff.
  - e. **IC** requests for inside moves of service will not affect the contract period.
  - f. Where applicable, a change in jurisdiction will not constitute a disconnect of service provided the new CSPP arrangement is a minimum 24 month service period or equals/exceeds the remaining service period, whichever is greater, and provided the new CSPP arrangement is for the same **IC** at the same location for the same capacity service.

**Note 1:** Effective December 10, 2013, Customers may not establish new term plans greater than 36 months for Derived Data Channel service and term plans may not be renewed for a term greater than 36 months.

Effective December 10, 2013, Customers may not establish new term plans greater than 36 months for BellSouth SPA CNM - FlexServ Service and term plans may not be renewed for a term greater than 36 months.

Effective December 10, 2013, Customers may not establish new term plan greater than 36 months for High Capacity Service and term plans may not be renewed for a term greater than 36 months.

Effective December 10, 2013, Customers may not establish new term plan greater than 36 months for Digital Data Access Service and term plans may not be renewed for a term greater than 36 months.

**Note 2:** Effective March 25, 2019, Customers may not establish CSPPs for Derived Data Channel Service, BellSouth SPA CNM - FlexServ Service, and Digital Data Access Service, and CSPPs may not be converted or renewed for Derived Data Channel service, BellSouth SPA CNM - FlexServ Service, Digital Data Access Service, and High Capacity Service.

(T)

(N)

(N)

## E2. GENERAL REGULATIONS

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

#### **E2.4.9 Optional Payment Plan (Cont'd)**

##### **A. Channel Services Payment Plan (Cont'd)**

###### **3. Additions**

- a. Facilities can be added to an existing system where capacity permits. Additions of services or rate elements, for activating spare or unused capacities of a service under a CSPP arrangement will be coterminous with the existing CSPP arrangement.
- b. 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 2. preceding.
- c. Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects as stated in 4. following.
- d. Additions under CSPP are exempt from Company-initiated rate changes for all payment periods longer than one month. However, decreases for any rate element will automatically flow through to the IC.
- e. Nonrecurring charges will apply when new channel equipment and/or facilities are added to an existing IC network.

###### **4. Disconnects**

- a. When a service or rate element, included under a CSPP arrangement, is disconnected prior to expiration of the selected service period, termination charges apply as set forth in the rate regulations in this Tariff for such service. Remaining services or rate elements will not be affected by such disconnections.
- b. When a tariffed service under a CSPP arrangement is disconnected prior to the expiration of a selected service period as a result of an IC requested change to a higher order of a separately tariffed service, termination charges will not apply when:
  - the service period of the new CSPP arrangement for the higher order of service is a minimum 24 month service period or equals/exceeds the remaining service period of the disconnected arrangement, whichever is greater, and
  - the service orders to install the new higher order of service and disconnect the old service are related together and there is no lapse in service between installation of the higher order of service and disconnection of the existing service, and
  - the service orders are for the same IC at the same location.

For the purposes of determining a higher order of service, the following ranking will be used (Analog Voice Grade (a.k.a. BellSouth SPA DS0 VG)=lowest, ***Channels for use with BellSouth Managed Shared Ring service*** = highest):

(T)

Analog Voice Grade (a.k.a. BellSouth SPA DS0 VG) Services

DS1 High Capacity (a.k.a. BellSouth SPA DS1)

Channels for use with BellSouth Managed Shared Ring

(T)

###### **5. Moves of Equipment**

- a. The appropriate nonrecurring charges for inside moves for items associated with channel services are applicable as specified in this and other Tariffs. This type movement will not affect the CSPP payment period.
- b. IC requests for moves of service(s) under CSPP, other than inside moves, will be subject to the conditions stated in 10. following.

## E2. GENERAL REGULATIONS

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

#### E2.4.9 Optional Payment Plan (Cont'd)

##### A. Channel Services Payment Plan (Cont'd)

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.
    - (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.
7. Renewal Options
  - a. The **IC** has the following renewal<sup>1</sup> 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 IC at the time of the renewal.<sup>1</sup> The IC 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 **IC** 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.

(N)

(N)

**Note 1:** Effective March 25, 2019, Customers may not establish CSPPs for Derived Data Channel service, BellSouth SPA CNM - FlexServ Service, and Digital Data Access service, and CSPPs may not be converted or renewed for Derived Data Channel service, BellSouth SPA CNM - FlexServ Service, Digital Data Access Service, and High Capacity Service.

(N)

## E2. GENERAL REGULATIONS

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

#### E2.4.9 Optional Payment Plan (Cont'd)

##### A. Channel Services Payment Plan (Cont'd)

###### 7. Renewal Options (Cont'd)

- a. The IC has the following renewal options: (Cont'd)
  - (3) If the IC 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.
- b. Nonrecurring charges are not applicable for services renewed under the CSPP. Any new channel equipment and/or facilities added to an IC network at the time of renewal will be subject to all appropriate nonrecurring charges.
- c. The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.
- d. When an IC renews a CSPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.<sup>2</sup>
- e. Recognition of previous service will be given to ICs who renew an existing CSPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new CSPP arrangement is a minimum 24 month service period or equals/exceeds the remaining service period of the original CSPP arrangement, whichever is greater. An example of a larger system is the renewal of an Analog Voice Grade (*a.k.a. BellSouth SPA DS0 VG*) service with a *Digital Data Access* (*a.k.a. BellSouth SPA DS0 Digital Data*) service.
- f. Recognition of previous service will be given to month-to-month IC with a service date of September 28, 1994 or later who convert<sup>2</sup> to a CSPP arrangement, provided the minimum service period has been met. For IC whose service date is September 28, 1994 or earlier, recognition will be given for the previous service back to September 28, 1994. For ICs whose service date is later than September 28, 1994, recognition for the previous service will be given back to the actual service date.
- g. To determine the appropriate CSPP Payment Plan for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the CSPP arrangement. For example, a CSPP arrangement for a 36 month service period under the 36 month Term Payment Plan is renewed for 24 months with no changes at the end of the 36 month period. The sum of months for the completed and proposed service periods would equal 60 months and would be billed under the 60 month Term Payment Plan. Another example is a Month-to-Month IC, in service for 15 months, who wishes to convert to a 60 month CSPP arrangement with no changes. The combined service period of the Month-to-Month arrangement and the CSPP arrangement is equal to 75 months, which would be billed under the 84 month Term Payment Plan<sup>1,2</sup>.

###### 8. Transfer of Service

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

**Note 1:** Effective December 10, 2013, Customers may not establish new term plans greater than 36 months for Derived Data Channel service and term plans may not be renewed for a term greater than 36 months.

Effective December 10, 2013, Customers may not establish new term plans greater than 36 months for BellSouth SPA CNM - FlexServ Service and term plans may not be renewed for a term greater than 36 months.

Effective December 10, 2013, Customers may not establish new term plan greater than 36 months for High Capacity Service and term plans may not be renewed for a term greater than 36 months.

Effective December 10, 2013, Customers may not establish new term plan greater than 36 months for Digital Data Service and term plans may not be renewed for a term greater than 36 months.

**Note 2:** Effective March 25, 2019, Customers may not establish CSPPs for Derived Data Channel Service, BellSouth SPA CNM - FlexServ Service, and Digital Data Access Service, and CSPPs may not be converted or renewed for Derived Data Channel Service, BellSouth SPA CNM - FlexServ Service, Digital Data Access Service, and High Capacity Service.

(N)

(N)

(N)

(T)

(N)

(N)

## E2. GENERAL REGULATIONS

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

#### E2.4.9 Optional Payment Plan (Cont'd)

##### A. Channel Services Payment Plan (Cont'd)

###### 9. Prepayment

- a. For payment periods longer than one month, the IC may prepay the total outstanding recurring monthly rates. The prepayment of monthly rates in no way constitutes a purchase and the Company retains full ownership of all services covered by the prepayment. The following conditions apply:
  - (1) IC's who prepay six months or more will have an allowance applied. The prepayment interest rate will be 8.75 percent on an annual percentage rate basis for ICs prepaying on or after September 28, 1994.
  - (2) Monthly rates for all services covered by a single Letter of Election must be prepaid. Monthly rates must be prepaid for services added subsequently and placed on the same Letter of Election (i.e., IC-elected coterminous option) with a prepaid system.
  - (3) ICs who change the length of a prepaid payment period will be credited any unused portion of the prepayment, subject to termination charges as specified in 4. preceding.
  - (4) ICs who prematurely disconnect will have termination charges deducted from the prepaid amount and any balance credited to their bill.

###### 10. Moves of Service(s) under CSPP

- a. Termination charges will not apply to IC requests for moves of service under CSPP from one location to another location subject to the following:

- (1) The original and new premises locations must be in Company territory within the same state.
- (2) The move from the original location to the new location must be completed within 30 days of the original premises disconnect date.
- (3) No lapse in billing will occur for moves of service under CSPP.
- (4) Orders to disconnect the existing service and reestablish it at the new location must be related.
- (5) Any rate elements, i.e., local channels, interoffice channels, and/or optional features and functions from the original location that are not reestablished at the new location will be subject to applicable termination charges. While the channel mileage may vary, the number of local channels and the number of interoffice channels must be equal to or greater than the respective numbers of channels at the original location.
- (6) Any additions made at the new location will be treated as coterminous additions in accordance with 3. preceding.
- (7) All regulations and charges for changes made to the service coincident to the move shall apply.
- (8) All appropriate nonrecurring charges for moves of service as specified in this Tariff will apply.
- (9) Where applicable moves of service that involve a change of jurisdiction, e.g., intrastate to interstate, etc. will not be treated as a disconnect of service with regard to termination liability application. The IC must subscribe to a payment arrangement offered in the appropriate Tariff which is a minimum 24 month service period or equals/exceeds the remaining contract period, whichever is greater.

##### B. Fast Packet Services Payment Plan (SPP)

###### 1. General

- a. The Fast Packet SPP is applicable only to services in Section E22, following.
- b. Services furnished under Fast Packet SPP are subject to all general regulations applicable to the provision of the service by the Company as stated elsewhere in this Tariff except as noted herein.

(M)

## E2. GENERAL REGULATIONS

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

#### E2.4.9 Optional Payment Plan (Cont'd)

##### B. Fast Packet Services Payment Plan (SPP) (Cont'd)

###### 1. General (Cont'd)

- c. The Fast Packet SPP allows customers to pay stabilized monthly rates for fixed service periods selected by the customer. The two payment plans offered are as follows:
  - (1) Term Payment Plan A - service periods may be selected from 12 months to 24 months in length.
  - (2) Term Payment Plan B - service periods may be selected from 25 months to 48 months in length.
- d. When the customer renews a Fast Packet SPP arrangement under 7.d. following and the sum of months is greater than the number of months for which the services are available under a Fast Packet SPP, the current rates for the longest payment plan available for that service will apply. For example, when the customer extends XACDS (a.k.a. BellSouth Exchange Access Connectionless Data service) beyond 48 months, Payment Plan B rates will apply.
- e. When the customer orders service to be provided under a Fast Packet SPP arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g., Plan B and 36 months.
- f. Rates stabilized under a Fast Packet SPP arrangement are exempt from Company initiated increases, however, decreases to any rate element will automatically flow through to the customer.

###### 2. Application of Rates and Charges

- a. The rates and charges applicable are those in effect as set forth in the rate regulations of this tariff for the particular Fast Packet Access Service involved as of the Application Date, provided that the actual service date does not exceed the later of the following.
  - (1) the Service Date under a standard service interval, or
  - (2) the earliest date on which service can reasonably be made available to the customer by the Company.
- b. If the customer desires a service date later than as provided in A. preceding, the rates and charges in effect at the time of the actual service date are applicable.
- c. The customer will be required to pay a 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 *except as specified in E2.4.9.B.4 following.*
- d. The Termination Liability Charge is determined by multiplying the number of months remaining in the contract payment period by the contracted monthly rate by 90 percent.
  - (1) For example, a customer subscribes to a Fast Packet Transport Service using Term Payment Plan A and selects the 18-month payment period. After 12 months the customer chooses to terminate service. The Termination Liability Charge is calculated by multiplying 6 months (18 months - 12 months) by the monthly rate by 90 percent.

###### 3. Additions

- a. Additions of services or rate elements (e.g., Network Interfaces) must be under a new Fast Packet SPP arrangement at rates and charges as specified in 2. preceding.
- b. Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects in 4. following.
- c. Additions under Fast Packet SPP are exempt from Company-initiated rate changes for all payment periods longer than one month. However, decreases for any rate element will automatically flow through to the customer.

(C)

(M)

## E2. GENERAL REGULATIONS

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

#### E2.4.9 Optional Payment Plan (Cont'd)

##### B. Fast Packet Services Payment Plan (SPP) (Cont'd)

###### 4. Disconnects

- a. When a service or rate element, included under a Fast Packet SPP arrangement, is disconnected prior to expiration of the selected service period, Termination Liability Charges apply as set forth in E2.4.9.B.2. preceding except as specifically stated otherwise in E2.4.9.B.4.b following. Remaining services or rate elements will not be affected by such disconnections.
- b. When a tariffed service under a Fast Packet SPP arrangement is disconnected prior to the expiration of a selected service period as a result of a customer requested change at the same location to either another speed of the same tariffed service or to another Fast Packet Access Service under an Optional Payment Plan, termination liability charges will not apply when:
  - (1) The completed service period is *a minimum of six (6) months*, and
  - (2) The service period of the new Optional Payment Plan arrangement for the newly selected service is equal to or longer than the remaining service period of the disconnected arrangement, and
  - (3) The newly selected service is a transmission speed that is either higher than the old service, or is a transmission speed that is the next lower transmission speed from the old service, and
  - (4) The service orders to install the newly selected service and disconnect the old service are related together and received by the Telephone Company at the same time, and there is no lapse in service between installation of the newly selected service and disconnection of the existing service.

(C)

Nonrecurring charges apply for the installation of the newly requested service. Termination liability charges may apply for changes to associated Special Access Services under an Optional Payment Plan as set forth in tariffs regulating those services.

###### 5. Moves of Service Under Fast Packet SPP

- a. Termination Liability Charges will not apply to customer requests for moves of service under Fast Packet SPP from one location to another location subject to the following:
  - (1) The original and new premises locations must be in Company territory within the same state.

## E2. GENERAL REGULATIONS

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

#### **E2.4.9 Optional Payment Plan (Cont'd)**

##### **B. Fast Packet Services Payment Plan (SPP) (Cont'd)**

###### **5. Moves of Service Under Fast Packet SPP**

- a. Termination Liability Charges will not apply to customer requests for moves of service under Fast Packet SPP from one location to another location subject to the following:
  - (1) The original and new premises locations must be in Company territory within the same state.
  - (2) The move from the original location to the new location must be completed within thirty days of the original premises disconnect date. (M)
  - (3) No lapse in billing will occur for moves of service under Fast Packet SPP. (M)
  - (4) Orders to disconnect the existing service and re-establish it at the new location must be related together and received by the Company at the same time. (M)
  - (5) Any rate elements (i.e., Network Interfaces) from the original location that are not re-established at the new location will be subject to applicable Termination Liability Charges. (M)
  - (6) Any additions made at the new location will be treated as coterminous additions in accordance with 3. preceding. (M)(T)
  - (7) All regulations and charges for changes made to the service coincident to that move shall apply. (M)
  - (8) Moves of service that involve a change of jurisdiction (e.g., interstate to intrastate) will not be treated as a disconnect of service with regard to Termination Liability Charge application. The customer must subscribe to a payment arrangement offered in the appropriate intrastate tariff which is equal to or greater than the remaining contract period. (M)

###### **6. Requests for Changes in Length of Optional Payment Period**

- a. Subsequent to the establishment of a Fast Packet SPP arrangement and prior to the completion of the selected service period for that arrangement, the Fast Packet SPP arrangement may be replaced by a new Fast Packet SPP arrangement at rates and charges in effect on the first day of service under the new Fast Packet SPP arrangement, subject to the following conditions:
  - (1) No credit will be given for payments made under the original Fast Packet SPP arrangement except for credits allowed in .9 following. (M)(T)
  - (2) The service period selected for the new Fast Packet SPP arrangement begins on the new Fast Packet SPP effective date but not later than the expiration date of the Fast Packet SPP being replaced. (M)
  - (3) Nonrecurring charges will not be reapplied for existing services. (M)
  - (4) If the new Fast Packet SPP arrangement has a service period shorter in length than the time remaining under the service period for the existing Fast Packet SPP arrangement, the change to the new Fast Packet SPP constitutes a disconnection of the existing Fast Packet SPP arrangement for which Termination Liability Charges apply. (M)

###### **7. Renewal Options**

- a. When a service period under an existing Fast Packet SPP arrangement is completed, the customer may select a new Fast Packet SPP arrangement at rates and charges in effect on the first day of service under the new Fast Packet SPP arrangement, continue service under the month-to-month rates, or discontinue service with no Termination Liability Charge. If the customer does not elect to either discontinue service or continue service under a new Fast Packet SPP arrangement, service will be continued under month-to-month rates. (M)
- b. Any new rate elements added to a customer's network or changes to existing services at the time of renewal will be subject to all appropriate nonrecurring charges. (M)
- c. When a customer renews a Fast Packet SPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply. (M)
- d. Recognition of previous service will be given to customers who renew an existing Fast Packet SPP arrangement, for all associated rate elements at the same location(s), provided that the length of the new Fast Packet SPP arrangement is equal to or greater than the remaining service period of the original Fast Packet SPP arrangement. (M)

## E2. GENERAL REGULATIONS

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

#### **E2.4.9 Optional Payment Plan (Cont'd)**

##### **B. Fast Packet Services Payment Plan (SPP) (Cont'd)**

###### **7. Renewal Options (Cont'd)**

e. Recognition of previous service back to the actual service date will be given to month-to-month customers who convert to a Fast Packet SPP arrangement. (M)

f. To determine the appropriate Fast Packet SPP Payment Plan for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the Fast Packet SPP arrangement. For example, a Fast Packet SPP arrangement for a 24-month service period under Term Payment Plan A is renewed for 16 months with no changes at the end of the 24-month period. The sum of months for the completed and proposed service periods would equal 40 months and would be billed under Term Payment Plan B.

Another example is a month-to-month customer, in service for 15 months, who wishes to convert to a 24-month Fast Packet SPP arrangement with no changes. The combined service period of the Month-to-Month arrangement and the Fast Packet SPP arrangement is equal to 39 months which would be billed under Payment Plan B. (M)

###### **8. Transfer of Service**

a. Service transferred to a new customer at the same location in accordance with E2.1.2 preceding does not constitute a disconnect of service or a discontinuance of an existing Fast Packet SPP arrangement. (M)

###### **9. Prepayment**

a. Upon entering into a Fast Packet SPP arrangement, the customer may prepay the outstanding recurring monthly rates in whole or in part for all rate elements included in the Fast Packet SPP arrangement. The Company retains full ownership of services in accordance with E2.4.7 preceding. The following conditions apply: (M)

(1) A prepayment allowance will be applied to the amount prepaid for each given month equal to 0.6666% per month compounded monthly for the number of months the payment is advanced. (M)

(2) The customer may elect the percentage of the monthly rates to be prepaid, provided however, the same percentage shall apply to all rate elements included in the Fast Packet SPP arrangement for all months remaining in the service period. (M)

(3) The same prepayment percentage will apply in the event the customer adds services to an existing Fast Packet SPP arrangement subsequent to the establishment of the service. (M)

(4) When the customer who has prepaid recurring monthly rates replaces the existing Fast Packet SPP arrangement with a new Fast Packet SPP arrangement, the customer will be credited with that portion of the prepayment amount, representing a prepayment of the monthly recurring rates remaining in the existing Fast Packet SPP arrangement. (M)

(5) Customers who prematurely disconnect will have Termination Liability Charges deducted from the unused prepaid balance. The remaining prepaid balance, if any, will be credited to their bill. (M)

## E2. GENERAL REGULATIONS

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

#### E2.4.9 Optional Payment Plan (Cont'd)

##### C. Transport Payment Plan (TPP)

###### 1. General

- a. The regulations and terms specified herein are applicable only to BellSouth Dedicated Ring, SMARTRing service (a.k.a. BellSouth Dedicated Ring), **BellSouth Metro Ethernet service** and/or BellSouth Wavelength service access services as indicated in the rate regulations in Section 6 of Tariff FCC No. 1.
- b. The TPP allows customers to pay stabilized monthly rates for fixed service periods selected by the customer. The three payment plans offered are as follows:
  - (1) Payment Plan A, service periods may be selected from 12 months to 36 months in length.
  - (2) Payment Plan B, service periods may be selected from 37 months to 60 months in length<sup>1</sup>. (N)
  - (3) Payment Plan C, service periods may be selected from 61 months to 96 months in length<sup>1</sup>. (N)
- c. For conversions to the TPP arrangement, the number of months under the TPP arrangement must equal or exceed the number of months remaining under the CSPP arrangement.
- d. Termination liability charges and nonrecurring charges will not apply when a CSPP customer converts to a TPP arrangement.
- e. When the customer renews a TPP arrangement and the sum of months in service added to the new contract period is greater than the number of months for which the service is available under a TPP, the current Payment Plan C rates will apply.
- f. When the customer orders service to be provided under a TPP arrangement, the customer must designate to the Company the payment plan desired.
- g. Rates stabilized under a TPP arrangement are exempt from Company initiated increases, however, decreases for any rate element will automatically be reflected in the rates charged to the customer.
- h. Conversions of BellSouth Wavelength service, LightGate service (a.k.a BellSouth SPA Point to Point Network), BellSouth Dedicated Ring and/or SMARTRing service (a.k.a BellSouth Dedicated Ring) TPP arrangements to a higher order of CSPP service are allowed.

###### 2. Application of Rates

- a. The stabilized monthly recurring rates as set forth in Sections 6 of Tariff FCC No. 1 are set as of the Application Date for BellSouth Dedicated Ring, SMARTRing service (a.k.a. BellSouth Dedicated Ring), **BellSouth Metro Ethernet service** and/or BellSouth Wavelength service provided that the actual service date does not exceed the latter of the following:
  - (1) the Service Date under a standard service interval, or
  - (2) the earliest date by which service can be made available to the customer by the Company.
- b. If the customer desires a service date later than as provided in a. preceding, the stabilized monthly recurring rates in effect on the service date are applicable.

###### 3. Additions

- a. Additions of services or rate elements, to existing BellSouth Dedicated Ring and/or SMARTRing service (a.k.a. BellSouth Dedicated Ring) systems, to activate spare or unused capacities, must be activated under the same rate plan as the existing TPP arrangement. BellSouth Dedicated Ring and/or SMARTRing service (a.k.a. BellSouth Dedicated Ring) channel interfaces must be activated as set forth in Section 6 of Tariff FCC No. 1.

**Note 1:** All term plans for BellSouth Metro Ethernet Service which are established, renewed or extended after December 10, 2013, (N) for term lengths which are scheduled to expire at any time after October 1, 2018, will instead expire on October 1, 2018. All such services existing on or after October 1, 2018, will be provided on a month-to-month basis at the applicable, then current month-to-month rates.

All term plans for SMARTRing<sup>®</sup> Service which are established, renewed or extended after December 10, 2013, for term lengths which are scheduled to expire at any time after February 1, 2019, will instead expire on February 1, 2019. All such services existing on or after February 1, 2019, will be provided on a month-to-month basis at the applicable, then current month-to-month rates. (N)

## E2. GENERAL REGULATIONS

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

#### E2.4.9 Optional Payment Plan (Cont'd)

##### C. Transport Payment Plan (TPP) (Cont'd)

###### 4. Disconnects

a. Except as provided in b. through f. following, when a BellSouth Wavelength service, BellSouth Dedicated Ring, **BellSouth Metro Ethernet service** and/or SMARTRing service (a.k.a. BellSouth Dedicated Ring) rate element is disconnected prior to being in service for a 12-month period, (e.g., the minimum term for a Plan A TPP), the termination liability charge will be derived by multiplying the difference in rates between the current month-to-month rate and the rate for the TPP arrangement selected. For example, a customer subscribes to a TPP for 24 months (Plan A) and terminates service after 10 months. The termination liability charge will be applied by multiplying the number of months in service (10) by the difference between the month-to-month and Plan A monthly rates. With the exception of Renewal Options in 7. following, a four month minimum service period for BellSouth Wavelength service, BellSouth Dedicated Ring, **BellSouth Metro Ethernet service** and/or SMARTRing service (a.k.a. BellSouth Dedicated Ring) TPP customers will be applicable and all month-to-month regulations will be applicable.

(M1)

When a BellSouth Wavelength service, BellSouth Dedicated Ring, **BellSouth Metro Ethernet service** or SMARTRing service (a.k.a. BellSouth Dedicated Ring) TPP customer disconnects a rate element prior to the 12 month TPP minimum, all current month-to-month nonrecurring charges associated with the BellSouth Wavelength service rate elements, BellSouth Dedicated Ring or the SMARTRing service (a.k.a. BellSouth Dedicated Ring) ring level rate elements will apply.

(C)(M2)

BellSouth Dedicated Ring and SMARTRing service (a.k.a. BellSouth Dedicated Ring) service ring level rate elements are defined as following: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node. BellSouth Wavelength service rate elements are defined as Wavelength Channels.

(T)(M2)

Material appearing on this page at M1 previously appeared on page(s) 13.9 of this section respectively.  
Material appearing on this page at M2 previously appeared on page(s) 13.10 of this section respectively.

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.

## E2. GENERAL REGULATIONS

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

#### E2.4.9 Optional Payment Plan (Cont'd)

##### C. Transport Payment Plan (Cont'd)

b. Except as provided in c. through f. following, when a BellSouth Wavelength service, BellSouth Dedicated Ring, ***BellSouth Metro Ethernet service*** or SMARTRing service (a.k.a. BellSouth Dedicated Ring) TPP customer disconnects services or rate elements prior to the minimum number of months for the plan period selected, termination liability charges will apply. The termination liability charge will be derived at the time of disconnection by taking the difference between the rate for the TPP period for which the customer subscribed, and the rate for the TPP period that the customer's completed service would otherwise qualify, and multiplying the difference by the number of months service the customer completed under a TPP. For example, a customer subscribes to a TPP for 73 months (Plan C) and terminates service after 20 months (Plan A). The termination liability charge will be applied by multiplying the number of months in service (20) by the difference between the Plan A and Plan C monthly rates. When a BellSouth Wavelength service, BellSouth Dedicated Ring, ***BellSouth Metro Ethernet service*** or SMARTRing service (a.k.a. BellSouth Dedicated Ring) customer disconnects service after the minimum number of months for the TPP arrangement selected but prior to the actual expiration date of the TPP arrangement, termination liability charges do not apply.

c. When a TPP arrangement is disconnected prior to the expiration of a plan period due to a customer requested change to a higher order of service at the same location, or to expand or upgrade an existing service, termination liability charges will not apply when:

- (1) the customer has completed at least 6 months of the originally selected TPP service period, and
- (2) the service period of the new arrangement for the new service is equal to or longer than the remaining service period of the disconnected arrangement, and
- (3) the service orders to install the new service and disconnect the old service are related together and received by the Company at the same time, and there is no lapse in service between installation of the higher order of service and disconnection of the existing service, and

(M)

(C)

## E2. GENERAL REGULATIONS

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

#### E2.4.9 Optional Payment Plan (Cont'd)

C. Transport Payment Plan (Cont'd)

4. Disconnects (Cont'd)

c. (Cont'd)

(4) the capacity of the new service is equal to or greater than the existing service. For converting LightGate service (a.k.a. BellSouth SPA Point to Point Network) to SMARTPath service DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring), the capacity of the LightGate service (a.k.a. BellSouth SPA Point to Point Network) is considered to be the quantity of DS3s activated on the LightGate service (a.k.a. BellSouth SPA Point to Point Network). *Specific changes of BellSouth Metro Ethernet service that are considered to be the same or higher order of service are set forth in E7.4.32.*

(D)

For the purposes of determining a higher order of service in all payment plans, the following ranking will be used. (Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) service=lowest, SMARTRing service (a.k.a. BellSouth Dedicated Ring)/BellSouth Dedicated Ring/Channels for use with BellSouth Managed Shared Ring service =highest):

(D)

- Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) services
- DSO (a.k.a. BellSouth SPA DSO Digital Data) Services
- DS1 (a.k.a. BellSouth SPA DS1) Services
- SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring)
- BellSouth Wavelength service
- SMARTRing service (a.k.a. BellSouth Dedicated Ring)/ BellSouth Dedicated Ring/ Channels for use with BellSouth Managed Shared Ring service.

(D)

d. A termination liability charge will not apply to disconnects of channel interfaces associated with LightGate service (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring and/or SMARTRing services (a.k.a. BellSouth Dedicated Ring).

## E2. GENERAL REGULATIONS

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

#### E2.4.9 Optional Payment Plan (Cont'd)

##### C. Transport Payment Plan (Cont'd)

###### 4. Disconnects (Cont'd)

- e. Disconnects, moves, or rearrangements involving the removal of the following BellSouth® Dedicated Ring and SMARTRing® service (a.k.a. BellSouth® Dedicated Ring) rate elements, local channel, interoffice channel, customer node and central office node, to allow the placement of additional nodes and channels for existing customers where the total number of nodes does not decrease, will not be subject to termination liability charges.
- f. A change of jurisdiction from interstate to intrastate service constitutes a disconnection of service for which termination charges are applicable. However, if such service continues between the same serving locations, and the customer enters into a new TPP arrangement in the intrastate jurisdiction for the same or larger service capacity and associated rate elements for a service period equal to or greater than the service period remaining under the interstate TPP arrangement, no interstate termination liability charge will be applicable.
- g. Termination liability charges will not apply to any OC-3+ SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) disconnected on or after June 26, 2015. (N)

###### 5. Moves of Service Under TPP

- a. Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply as stated in Sections E7.4.4 and E29.1.4 except as provided in c. following. A four month minimum service period must be satisfied for all service rate elements serving the original building location. (T)
- b. Moves of service within the same building will not constitute a disconnection of service for purposes of the application of termination liability charges. Current month-to-month nonrecurring charges specified in Sections E7.4.4 and E29.1.4 are applicable. (T)
- c. Termination Liability Charges will not apply to customer requests for moves of service to a different building subject to the following conditions:
  - (1) The move from the original location to the new location must be completed within thirty days of the original premises disconnect date. For LightGate® service systems (a.k.a. BellSouth® SPA Point to Point Network), the new customer premises must be served by the same serving wire center as the original location.
  - (2) No lapse in billing will occur for moves of service under a TPP arrangement.
  - (3) Orders to disconnect the existing service and reestablish it at the new location must be related together and received by the Company at the same time.
  - (4) Any additions made at the new location will be handled in accordance with (3) preceding.
  - (5) All regulations and charges for changes made to the service coincident with the move will apply.
  - (6) All appropriate nonrecurring charges for moves of service as specified in Sections E7.4.4 and E29.1.4 will apply. (T)

Any rate elements or quantities for local channels, interoffice channels, **wavelength channels** and/or optional features and functions from the original location that are not reestablished at the new location will be subject to applicable Termination Liability Charges.

###### 6. Requests for Changes in Length of Service Period

- a. Subsequent to the establishment of a TPP arrangement, and prior to the completion of the selected service period for that arrangement, the TPP arrangement may be replaced by a new TPP arrangement at rates and charges in effect on the first day of service under the new TPP arrangement, subject to the following conditions:
  - (1) No credit will be given for payments made under the original TPP arrangement, except for credits allowed under 9.a. following.
  - (2) The service period selected for the new TPP arrangement begins on the new TPP effective date but not later than the expiration date of the TPP being replaced.
  - (3) Nonrecurring charges do not apply for existing services.
  - (4) If the new TPP arrangement has a service period shorter in length than the time remaining under the service period for the existing TPP arrangement, the change to the new TPP arrangement constitutes a disconnection of the existing TPP arrangement for which termination liability charges apply.

## E2. GENERAL REGULATIONS

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

#### E2.4.9 Optional Payment Plan (Cont'd)

##### C. Transport Payment Plan (Cont'd)

###### 7. Renewal Options

- a. When a service period under an existing CSPP or TPP arrangement is completed, the customer may select a new TPP arrangement at rates and charges in effect on the first day of service under the new TPP arrangement, continue service under the month-to-month rates, or discontinue service with no termination liability charge. If the customer does not elect to either discontinue service or continue service under a new TPP arrangement, service will be continued under month-to-month rates. The TPP customer of record will have a 60-day grace period after which current month-to-month rates will apply. The stabilized monthly recurring rates as set forth in Sections E7. and E29 of this Tariff remain in effect during the 60-day grace period.
- b. Any new services added to a customer's network or changes to existing services at the time of renewal will be subject to all appropriate nonrecurring charges and four month minimum service period requirements.
- c. When a customer renews a TPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
- d. To determine the appropriate TPP Payment Plan for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of months of the proposed service period of the TPP arrangement.
- e. Recognition of previous service will be given to customers who renew an existing TPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new TPP arrangement is equal to or greater than the remaining service period of the original TPP arrangement. Recognition for satisfying the four month service period will be given for renewals of the same size systems, rings, and all associated rate elements. Conversion to larger systems and rings will incur new four month minimum service requirements.
- f. Recognition of previous service will be given to month-to-month customers who convert to a TPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided the four month minimum service period for that service has been met.
- g. Recognition of previous service will be given to TPP customers who convert from CSPP arrangements provided the customer is the original customer of record at the time of transfer.
- h. When an existing BellSouth Wavelength service, BellSouth Dedicated Ring, *BellSouth Metro Ethernet* service and/or SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) customer has completed the selected TPP commitment period and the service reverts to month-to-month service, only the month-to-month service will receive recognition for determining the appropriate TPP arrangement or any subsequent TPP arrangement.

###### 8. Transfer of Service

- a. Service transferred to a new customer at the same location in accordance with E2.1.2 preceding does not constitute a disconnect of service or a discontinuance of an existing TPP arrangement.

###### 9. Prepayment

- a. Upon entering into a TPP arrangement, the customer may prepay the outstanding recurring monthly rates in whole or in part for all rate elements included in the TPP arrangement. The following conditions apply:
  - (1) A prepayment allowance will be applied to the amount prepaid for each given month equal to 0.6666 percent per month compounded monthly for the number of months the payment is advanced.
  - (2) The customer may elect the percentage of the monthly rates to be prepaid, provided however, the same percentage shall apply to all rate elements included in the TPP arrangement for all months remaining in the service period.
  - (3) This same prepayment percentage will apply in the event the customer adds services to an existing TPP arrangement subsequent to the establishment of the service.
  - (4) When a customer who has prepaid recurring monthly rates replaces the existing TPP arrangement with a new TPP arrangement, the customer will be credited with that portion of the prepayment amount, representing a prepayment of the monthly recurring rates remaining in the existing TPP arrangement.
  - (5) Customers who disconnect service and incur termination liability charges, such charges shall be deducted from the unused prepaid balance. The remaining prepaid balance, if any, will be credited to their bill.

(C)

## E2. GENERAL REGULATIONS

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

#### **E2.4.10 Service Installation Guarantee**

- A. The Company assures that orders for services to which the Service Installation Guarantee applies will be installed and available for customer use no later than the Service Date as specified in E5.2.3.C. following. The Service Installation Guarantee is applicable only as specified in Section 6.7.1.C of Tariff FCC No. 1.
- B. The failure of the Company to meet this commitment will result in the credit of an amount equal to the nonrecurring charges associated with the individual service having the missed Service Date being applied to the customer's bill. The credit will include only nonrecurring charges associated with the services specified in Section 6.7.1.C of Tariff FCC No. 1 and Section E7.4.1.A of intrastate Tariff for which nonrecurring charges are applicable. The nonrecurring charges will be credited at the rate at which they were billed. The credit will not be provided if a credit of the same nonrecurring charge for the same service is provided under any other provisions of this Tariff.
- C. Service Installation Guarantees do not apply:
  - 1. when failure to meet the Service Date occurs because of:
    - a. any act or omission which shall include an accurate and complete service order from this customer, any other customer or any third party, or of any other entity providing a portion of a service,
    - b. labor difficulties, governmental orders, civil commotions, criminal actions against the Company, acts of God, war, or other circumstances beyond the Company's control,
    - c. unavailability of the customer's facilities and/or equipment,
  - 2. to service requiring Special Construction as set forth in Section E14. following,
  - 3. to Specialized Service or Arrangements or Individual Case Basis filings,
  - 4. for jointly provisioned services,
  - 5. to other telephone companies concurring in the rates and regulations of the Company, and Section 6 of Tariff FCC No. 1,
  - 6. to BellSouth SWA or Special Access (a.k.a. BellSouth SPA) installation, moves and arrangements of service with an agreed upon service date interval of four business days or less following the Application Date of the service order.

In addition, Service Installation Guarantees will not apply during a declared National Emergency. Priority installation of National Security Emergency Preparedness (NSEP) telecommunications services shall take precedence.

#### **E2.4.11 Cost Assessment Charge (CAC)**

- A. A Cost Assessment Charge is assessed on a percentage basis against all billed revenue for business Customers subscribing to the transport services listed below. The CAC is established to recover property taxes from business Customers. This charge is not a tax or fee that the government requires AT&T to collect from Customers. The CAC will not apply to Federal, State or Local Government Accounts, or to any accounts identified in the billing systems of the Company as being exempt from application of the Federal Universal Service Fund (FUSF).

<u>Description</u>	<u>Monthly Rate</u>	
Cost Assessment Charge (CAC)		
Transport services	7.00%	(I)
- BellSouth Metro Ethernet Service		
- BellSouth Wavelength Service		
- AT&T Switched Ethernet Service		
- AT&T Dedicated Ethernet Service		

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## E2. GENERAL REGULATIONS

### E2.5 Connections

#### E2.5.1 General

A. Equipment and Systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with access service (**BellSouth SWA** and Special (*a.k.a. BellSouth SPA*)) furnished by the Company where such connection is made in accordance with the provisions specified in this section and in E2.1 preceding.

B. Equipment and systems subject to Part 68 of the FCC Rules and Regulations (Registration Program) will be connected in accordance with E2.5.4 and E2.5.5 following. Equipment and systems not subject to the Registration Program will be connected in accordance with E2.5.7 and E2.5.8 following.

C. Connection may be made at the point of interface at the IC terminal location or the network interface at the End User location. The Company will furnish and maintain its service components in a manner suitable for the service being furnished. The Company is not responsible for:

1. The through transmission of signals generated by IC or End User provided equipment and systems or for the quality of, defects in, such transmissions
2. The reception of signals by IC or End User provided equipment and systems.
3. Address signaling performed by IC or End User provided equipment and systems.

(T)

#### E2.5.2 Responsibilities of the IC or End User

When an IC or End User connects equipment or systems to a service, it is responsible for the proper installation, operation and maintenance of the connected equipment or systems, and is also responsible for compliance with Part 68 of the FCC Rules and Regulations and/or minimum protection criteria as set forth in E2.5.10 following.

ICs or End Users are also responsible for complying with the regulations set forth in A. and B. following.

A. Compatibility with the Service

The IC or End User is responsible for the compatibility of the equipment or system with the service to which it is connected, as set forth in E2.5.2.A.1 and E2.5.2.A.2. This responsibility applies at the initial installation and on a continuing basis for the duration of the connection.

1. Interface Information

The IC must specify the type of interface (including signaling) which is required. If data transmission is involved, the IC must also specify the type of data conditioning required.

The Company publishes Technical References which the IC or end user can obtain as an aid in selecting the appropriate service and feature arrangements.

2. Interference and Hazard

The operating characteristics of the equipment or system connected to a service must not interfere with, or impair, any of the services offered by the Company. In addition, they must not endanger the safety of Company employees or the public; damage or interfere with the functioning of Company equipment, or services; or otherwise injure the public in its use of these services.

B. Maintenance of Service

The IC is responsible for payment of Maintenance of Service Charges as set forth in E13.3.1 following when the conditions enumerated in that section are present.

## E2. GENERAL REGULATIONS

### E2.5 Connections (Cont'd)

#### E2.5.2 Responsibilities of the IC or End User (Cont'd)

##### C. Violation of Regulations

If any of these connections regulations are violated, the Company will take action to protect its services and will promptly notify the IC or End User of the violation. After receiving such notice the IC or End User must discontinue, such use of the equipment and/or system, or correct the violation and confirm in writing by an authorized representative that the correction has been made. This confirmation must be received by the Company within ten days after the IC or End User has received notification of the violation. If the IC or End User does not correct the violation, or does not provide the required written confirmation to the Company within ten days, service will be suspended until such time as the IC or End User does comply. Extraordinary procedures as set forth in E2.5.9.B following may be invoked if warranted.

#### E2.5.3 Responsibilities of the Company

A. In addition to furnishing and maintaining its service components to the specifications of the service ordered, the Company will:

1. Make technical information pertaining to service interfaces available (i.e.: Technical Advisories, Technical Publications, etc.) as an aid to the IC or End User in selecting the appropriate interface.
2. Furnish any network interface information required by Part 68 of the FCC's Rules and Regulations (e.g., the number of ringers that may be supported by a particular service).
3. Test and maintain only that service or equipment, which it provides, if an interruption or impairment occurs on a service.
4. Not be responsible to any party if a change in its Minimum Protection Criteria, service components or procedures affects any facilities, equipment or systems provided by others in any way, or requires their modification in order to be used. However, if such changes can be reasonably expected to materially affect the operating or transmission characteristics of the service or render any IC or End User provided equipment or system incompatible with the service, the Company will make a reasonable effort to notify the IC or End User in writing of the proposed change. A reasonable interval will be allowed before the change is implemented to enable the IC or End User to maintain compatibility of its equipment or system with the service.

#### E2.5.4 Connections of Equipment and Systems Subject to the Registration Program

All terminal equipment, protective circuitry and multiline terminating systems that are registered may be connected at the IC's or End User's premises to Category I or III access services as specified in B. and C. following.

##### A. Registration Program

The Registration Program was established by the FCC so that terminal equipment, protective circuitry and multiline terminating systems could be registered in accordance with prescribed rules to demonstrate they will not cause harm to Company services.

(For simplicity, such equipment, protective circuitry or system will be referred to as "registered equipment" in this section). The FCC's regulations regarding the Registration Program are contained in Part 68 of the FCC's Rules and Regulations (hereafter referred to as the Registration Program). If equipment is registered in accordance with the Registration Program, then it may be connected to those access services within the scope of the Registration Program without the requirement for protective circuitry.

## E2. General Regulations

### E2.5 Connections (Cont'd)

#### E2.5.4 Connections of Equipment and Systems Subject to the Registration Program (Cont'd)

##### A. Registration Program (Cont'd)

The Registration Program also includes a "grandfathered" provision for terminal equipment, protective circuitry and multiline terminating systems that are directly connected to those access services within the scope of the Registration Program. (For simplicity such equipment, protective circuitry or system will be referred to as "grandfathered equipment"). This provision means that equipment, protective circuitry or systems which was lawfully connected to a service without a Company provided connecting arrangement as of certain dates is considered grandfathered. (See E2.5.5 following).

##### B. Connections to Access Service

Registered equipment may be directly connected, using Company provided standard jacks, at the IC's terminal location or End User's premises. Special Access (*a.k.a. BellSouth SPA*) services have been classified as Category I, Category II or Category III. The category is determined by the type of service and the type of equipment connected to it. There are specific regulations for each service category which must be complied with when connecting equipment to those services. Regulations governing Category I and III Special Access (*a.k.a. BellSouth SPA*) services are set forth in C. following. Regulations governing Category II connections are as set forth in E2.5.7 following. Connections to *BellSouth SWA* services are covered by the regulations set forth in E2.5.8 following. (T)

##### C. Conditions Governing the Connection of Registered Equipment

Registered equipment may be directly connected at the IC terminal location or the End User's premises, subject to the Registration Program, provided that:

1. All combinations of registered equipment and associated nonregistered terminal equipment (including but not limited to wiring) are installed, operated and maintained so that the rules of the Registration Program are continually satisfied.
2. The following notification requirements are met:
  - a. Before connecting the registered equipment to a service, the IC must verify the following information and furnish it to the Company upon request or as required:
    - (1) Registration Number.
    - (2) Ringer Equivalence and the type of ringer.
    - (3) Type of Company provided standard jack required for the connection.
    - (4) Access Services to which the registered equipment will be connected.
    - (5) Information concerning the premises wiring associated with multiline terminating systems (when required).
    - (6) OPS class (i.e., Type A, B or C port) for which the equipment is registered (when an off-premises station service is involved).
    - (7) Appropriate service facility interface information for a Category III access service.
  - b. The IC or End User must also notify the Company when the registered equipment is permanently disconnected.
3. The Ringer Equivalence of the equipment or system in combination with the total Ringer Equivalence of other equipment connected to the same access service does not exceed the allowable maximum of five or as otherwise determined by the Company, or
4. The ringer type is designated by the Company as suitable for that particular access service.

## E2. GENERAL REGULATIONS

### E2.5 Connections (Cont'd)

#### E2.5.4 Connections of Equipment and Systems Subject to the Registration Program (Cont'd)

##### C. Conditions Governing the Connection of Registered Equipment (Cont'd)

5. All connections of registered equipment or systems to access services furnished by the Company are made through Company-provided standard registration program jacks, as provided for in Section E13. following, except that IC or End User provided equipment and systems which involve hazardous or inaccessible locations may be directly connected to access service furnished by the Company when those locations are authorized to be connected to local exchange service under tariffs filed with the North Carolina Public Service Commission.

##### D. Premises Wiring

Premises wiring is used to connect separately housed equipment entities or system components to one another. Premises wiring can be used in an equipment room; to connect stations together; or to connect the stations to common equipment. Premises wiring in the nature of an equipment cord is also used to connect equipment entities or system components to the point of interface at the IC terminal location or the network interface at the End User's location.

Premises wiring rules are specified in Part 68 of the Federal Communications Commission's Rules and Regulations. A registered multiline terminating system may be directly connected to access service provided its premises wiring conforms to one of the following classifications and to Part 68 of the Federal Communications Commission's Rules and Regulations.

1. Fully-Protected Premises Wiring is premises wiring which is:

- a. No greater than 25 feet in length (measured linearly between the points where it leaves equipment or connector housings) and registered as a component of and supplied to the user with the registered equipment or protective circuitry with which it is to be used.
- b. A cord which complies with a. preceding and which is extended once by a registered connectorized extension cord. Extension cords may not be used as a substitute for wiring which for safety reasons should be affixed to or embedded in a building's structure.
- c. Wiring located in an equipment room with restricted access, provided that this wiring remains exposed for inspection and is not concealed or embedded in the building's structure, and that it conforms to Part 68 of the Federal Communications Commission's Rules and Regulations.
- d. Electrically behind registered equipment, system components or protective circuitry which assure that electrical contact between the wiring and commercial power wiring or earth ground will not result in hazardous voltages or excessive longitudinal imbalance at the access service interface.

2. Partially-Protected Premises Wiring requiring Acceptance Testing for Imbalance.

Premises wiring which is electrically behind registered equipment, system components or circuitry which assures that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages at the access service interface.

3. Unprotected Premises Wiring is all other premises wiring.

4. Premises Wiring Used with Company Provided Multiline Terminating Systems

The Company will install and maintain all premises wiring used with its multiline terminating systems. It will assume the responsibility to assure that the regulations pertaining to premises wiring under the Registration Program are continually met.

## E2. GENERAL REGULATIONS

### E2.5 Connections (Cont'd)

#### E2.5.4 Connections of Equipment and Systems Subject to the Registration Program (Cont'd)

##### D. Premises Wiring (Cont'd)

###### 5. Premises Wiring Used with IC or End User Provided Multiline Terminating Systems

When an IC or End User provided registered multiline terminating system or protective circuitry uses Fully Protected Premises Wiring (as defined in the Registration Program) no further action regarding wiring is required. However, when an IC or end user elects to install, connect, reconfigure or remove other than Fully Protected Premises Wiring, the appropriate institutional controls specified in the Registration Program must be followed. These controls are not applicable when the entire multiline terminating system is removed.

###### a. Institutional Controls

Institutional controls require that:

- (1) At least 10 days advance notice must be given to the Company in the form of a notarized affidavit before placement and connection of the premises wiring. (This time period may be changed by agreement of the Company and the installation supervisor.) A copy of the affidavit must also be maintained at the IC's or End User's premises.
- (2) If the premises wiring being installed is classified as unprotected the work must be supervised by an installation supervisor who has been trained by the equipment manufacturer, received written authority to install their equipment and has at least six months experience in this type of work. A licensed professional engineer (as specified in Part 68 of the Federal Communications Commissions's Rules and Regulations) may also supervise the work but does not have to meet these requirements. In either of the above cases the Company must be provided with a notarized affidavit.
- (3) If the premises wiring being installed is classified as partially protected the work must be supervised by an installation supervisor who has at least six months experience in this type of work. However, the supervisor is not required to be trained by or have written authority from the equipment manufacturer. A licensed professional engineer may also supervise the work but does not have to meet these requirements. In either of the above cases the Company must be provided with a notarized affidavit.
- (4) For other than fully protected multiline terminating systems an installation supervisor or licensed professional engineer may submit an application for a blanket affidavit number to the Company in lieu of individual affidavits. This blanket affidavit number will be assigned on a yearly basis, by the Company. Prior to each installation thereafter this blanket affidavit number must be submitted to the Company. The blanket affidavit number only covers that equipment which has been supported by documentation to the Company.

###### b. Extraordinary Procedures

The Company may invoke the extraordinary procedures as set forth in E2.5.9 following for Premises Wiring when one or more of the following conditions are present:

- (1) Information provided in the aforementioned affidavit gives reason to believe that a violation of the Registration Program is likely.
- (2) A failure has occurred during acceptance testing for longitudinal imbalance.
- (3) Harm has occurred, and there is reason to believe that this harm was a result of wiring operations performed under the Registration Program.

## E2. GENERAL REGULATIONS

### E2.5 Connections (Cont'd)

#### E2.5.4 Connections of Equipment and Systems Subject to the Registration Program (Cont'd)

##### E. Connection of End User Provided Test Equipment

###### 1. Direct Electrical Connection

a. IC or End User provided test equipment may be connected to an Access Service (Category I or III) at the IC's End User's premises through registered or grandfathered terminal equipment, multiline terminating system or protective circuitry which either singularly or in combination assures that all of the requirements of the Registration Program (total protection) are met at the Access Service interface.

Connections of IC or End User provided test equipment that do not provide protection against excessive signal power must be made in accordance with the Interim Program for the Connection of IC or End User Provided Test Equipment.

b. IC or End User provided test equipment may be connected to a Category II Access Service at the IC's End User's premises (a) on a direct electrical basis, or (b) through terminal equipment or multiline terminating system, provided the test equipment meets the specified Minimum Protection Criteria at the point of interface or network interface.

###### 2. Interim Program<sup>1</sup> for the Connection of IC or End User Provided Test Equipment

IC or End User provided test equipment may also be connected to Access Service (Category I or III) at the IC's or End User's premises either at the point of interface or network interface or through a multiline terminating system, terminal equipment or protective circuitry which does not provide protection for signal power control, if the connection is made in accordance with the following Interim Program:

a. The test equipment is limited to transmission signal power generating and/or detection devices, or similar devices, utilized by the IC or End User for the detection and/or isolation of a communications service fault.

b. The test equipment is of a type that was lawfully directly connected to a service as of March 6, 1981. Such test equipment may remain connected, be moved or reconnected during the life of the test equipment unless it is subsequently modified.

c. Direct connections of IC or End User provided test equipment or connections through Company provided terminal equipment or a multiline terminating system must be made through Company provided jacks or as otherwise authorized by the Company.

d. The test equipment must be operated in accordance with the Institutional Procedures for Control of Signal Power set forth in E2.5.9 following. Automatic test equipment utilizing responders (or their functional equivalent) must be installed, operated and maintained so as to comply with the signal power specifications in Bell System Technical Advisory No. 17 and Bell System Technical Reference-Pub 60101.

e. The IC or End User must notify the Company of each service at each premises to which the IC or End User provided test equipment will be connected in advance of the initial connection. The IC or End User must also notify the Company when such test equipment is permanently disconnected at each premises.

**Note 1:** The Interim Program for the Connection of IC or End User-Provided Test Equipment, unless sooner canceled or changed, will remain in effect until a permanent program is adopted by the Federal Communications Commission as a result of Part 68 Rulemaking in CC Docket No. 81-216, 85 F.C.C.2d 868 (1981).

**E2. GENERAL REGULATIONS****E2.5 Connections (Cont'd)****E2.5.4 Connections of Equipment and Systems Subject to the Registration Program (Cont'd)****E. Connection of End User Provided Test Equipment (Cont'd)****2. Interim Program<sup>1</sup> for the Connection of IC or End User Provided Test Equipment (Cont'd)**

f. The IC or End User provided test equipment, either singularly or in combination with terminal equipment, multiline terminating system or protective circuitry (including but not limited to wiring), may not cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the test equipment or the user's calling or called party.

**E2.5.5 Connections of Grandfathered Equipment and Systems to Category I or Category III Access Service****A. Direct Connections****1. Grandfathered Terminal Equipment, Multiline Terminating Systems and Protective Circuitry Connected to Category I Access Service**

Terminal equipment, multiline terminating systems and protective circuitry, which are grandfathered, may remain connected or be moved and reconnected to Category I access services for the life of the equipment without registration and may be modified only in accordance with Part 68 of the Federal Communications Commission's Rules and Regulations, if:

a. The IC or End User provides the following information to the Company prior to reconnecting the grandfathered IC or End User-provided equipment or system:

- (1) Manufacturer's Name
- (2) Model No.
- (3) Type Equipment or System
- (4) Description of the Interface
- (5) Access service(s) to which the equipment or system will be connected
- (6) Information, concerning the premises wiring associated with a multiline terminating system (when required)

b. All connections are made through Company-provided standard registration program jacks unless the Company agrees to an alternate type of connection;

c. All such connections comply with the minimum protection criteria set forth in E2.5.10 following.

d. No changes are made to equipment or systems so connected except by the manufacturer thereof, or a duly authorized agent of the manufacturer.

e. The IC or End User must notify the Company when the grandfathered equipment or system is permanently disconnected.

f. The premises wiring, associated with grandfathered multiline terminating systems which was installed after June 1, 1978, and connected to Category I access services is moved and reconnected, conforms to Part 68 of the FCC's Rules and Regulations.

**Note 1:** The Interim Program for the Connection of IC or End User-Provided Test Equipment, unless sooner canceled or changed, will remain in effect until a permanent program is adopted by the Federal Communications Commission as a result of Part 68 Rulemaking in CC Docket No. 81-216, 85 F.C.C.2d 868 (1981).

**E2. GENERAL REGULATIONS**

<b>E2.5 Connections (Cont'd)</b>	(N)
<b>E2.5.5 Connections of Grandfathered Equipment and Systems to Category I or Category III Access Service (Cont'd)</b>	(N)
<b>A. Direct Connections (Cont'd)</b>	(N)
1. (Cont'd)	(N)
At the IC or End User's option grandfathered equipment or systems may be connected to Category II access services.	(N)
2. Grandfathered Terminal Equipment, Multiline Terminating Systems and Protective Circuitry Connected to Category III Access Services	(N)
Terminal equipment, multiline terminating systems and protective circuitry which are grandfathered may be connected to Category III access services in accordance with 1.a through e preceding and the following:	(N)
a. Terminal equipment, multiline terminating systems and protective circuitry directly connected to Category III access services on April 30, 1980, are grandfathered and may remain connected and be moved and reconnected for the life of the equipment without registration and may be modified only in accordance with Part 68 of the FCC's Rules and Regulations.	(N)
Premises wiring associated with grandfathered multiline terminating systems that are moved and reconnected must comply with Part 68 of the FCC's Rules and Regulations.	(N)
b. When IC or End User-provided multiline terminating systems are connected to Category III access services the IC or End User must specify the appropriate access service interface information. In addition, when the access service is arranged for off-premises station operation, the IC or End User must specify the OPS class of the equipment as specified in Part 68 of the FCC's Rules and Regulations (i.e., Type A, B, or C port) or the range of the station port in ohms.	(N)
3. Additions to Grandfathered Multiline Terminating Systems	(N)
Additions to grandfathered multiline terminating systems may be made without registration of any additional equipment involved, if:	(N)
a. Equipment so added to Category I access service is being reconnected, i.e., was previously directly connected to the telecommunications network or Category I access services prior to January 1, 1980, or	(N)
b. Equipment so added to Category III access service is (1) connected prior to May 1, 1983, and is of a type directly connected to Category III access services as of April 30, 1980, or (2) being reconnected, i.e., was previously connected to Category III access services prior to May 1, 1983.	(N)
c. Any premises wiring added conforms to Part 68 of the FCC's Rules and Regulations.	(N)
<b>B. Connections Through Grandfathered Protective Connecting Arrangements Provided by the Company</b>	(N)
1. General	(N)
When IC or End User-provided terminal equipment or multiline terminating systems that are not registered or grandfathered are connected to Category I or Category III access services, protection is required. The protection can be provided through registered or grandfathered protective circuitry or through Company-provided connecting arrangements as set forth in E13. following.	(N)

## E2. GENERAL REGULATIONS

### E2.5 Connections (Cont'd)

#### E2.5.5 Connections of Grandfathered Equipment and Systems to Category I or Category III Access Service (Cont'd)

B. Connections Through Grandfathered Protective Connecting Arrangements Provided by the Company (Cont'd)

1. General (Cont'd)

Grandfathered connecting arrangements will be provided by the Company to connect IC or End User-provided terminal equipment or multiline terminating systems to Category I and Category III access services under the following conditions:

- a. Grandfathered connecting arrangements used to move and reconnect IC or End User provided terminal equipment or multiline terminating systems will continue to be provided by the Company, subject to their availability.
- b. Network control signaling is performed by equipment furnished, installed and maintained by the Company, except that:
  - (1) IC or End User provided tone-type address signaling is permissible through a Company-provided connecting arrangement.
  - (2) Signaling functions may be performed by IC or End User provided Conforming Answering Devices.
- c. The IC or End User provided equipment or system must comply with the minimum protection criteria as set forth in E2.5.10 following.
- d. When used for data transmission, the IC or End User furnishes the equipment which performs the function of data signaling conditioning.

When the IC or End User-provided terminal equipment is used for both voice and data communications, the same connecting arrangement may be used.

2. Category I

Company-provided grandfathered connecting arrangements will continue to be provided to reconnect IC or End User provided terminal equipment or multiline terminating systems which were previously connected to Category I access services through such connecting arrangements prior to the respective register only dates. (The register only dates are July 1, 1979 for terminal equipment, and January 1, 1980 for multiline terminating systems.) In addition, connecting arrangements which were installed prior to the respective register only dates, may remain connected for the life of the equipment and may be moved and reconnected.

3. Category III

Connecting arrangements will be provided by the Company to connect IC or End User provided terminal equipment or multiline terminating systems to Category III access services under the following conditions:

- a. After May 1, 1983, Company-provided connecting arrangements will only be provided to reconnect IC or End User provided terminal equipment or multiline terminating systems which were previously connected, in accordance with Company tariffs, to Category III access services through connecting arrangements prior to May 1, 1983.
- b. Connections of IC or End User provided terminal equipment or multiline terminating systems made through Company-provided connecting arrangements in accordance with a. preceding may remain connected and may be moved and reconnected for the life of the equipment and may be modified only in accordance with Part 68 of the FCC's Rules and Regulations. Grandfathered connecting arrangements used for such moves and reconnections will continue to be provided by the Company subject to their availability.

## E2. General Regulations

### E2.5 Connections (Cont'd)

#### E2.5.5 Connections of Grandfathered Equipment and Systems to Category I or Category III Access Service (Cont'd)

##### B. Connections Through Grandfathered Protective Connecting Arrangements Provided by the Company (Cont'd)

3. Category III (Cont'd)
  - b. (Cont'd)

In addition, prior to April 30, 1980, when terminal equipment or multiline terminating systems were connected to Category III access service which was not arranged for connection to the telecommunications network, the Company provided arrangements to protect against hazardous voltages, longitudinal imbalance and signal power overload as specified in E2.5.7.B following.

The Company will continue to provide that protection on Category III voice grade access (*a.k.a. BellSouth SPA DS0 VG*) services until May 1, 1983, provided that: (T)

- (1) The terminal equipment or multiline terminating system is of a type which was so connected prior to April 30, 1980.
- (2) The terminal equipment or multiline terminating system is not on the FCC's grandfathered eligibility list.
- (3) The Category III access service is not arranged for connection to the telecommunications network.

#### E2.5.6 Connections Involving National Defense and Security

- A. In certain cases involving national defense and security the Registration Program permits the connection of nonregistered terminal equipment or multiline terminating systems to an Access Service if the Secretary of Defense, the head of any other Federal Government Department involved in national defense or security, the head of any other governmental department (having requisite FCC approval), or their authorized representative certifies in writing to the Company that:
  1. The connection is required in the interest of national defense and security;
  2. The equipment to be connected either complies with the technical requirements of the Registration Program or will not cause harm to the telecommunications network or Company employees, and
  3. The installation work will be supervised by a person who meets the qualifications stated in the Registration Program.

#### E2.5.7 Connections of Terminal Equipment or Multiline Terminating Systems to Category II Access Services

##### A. General

Category II access services are those services which are not covered by Part 68 of the FCC's Rules and Regulations and are therefore not classified as Category I or Category III. Connections to Category II access services are set forth in B. and C. following.

##### B. Connections to Category II Access Services

IC or End User provided terminal equipment or IC or End User provided multiline terminating systems may be directly connected without Company-provided connecting arrangements to a Category II access service which is not arranged for connection to the telecommunications network. The connection in such cases shall be to the Service Terminating Arrangement.

## E2. General Regulations

### E2.5 Connections (Cont'd)

#### E2.5.7 Connections of Terminal Equipment or Multiline Terminating Systems to Category II Access Services (Cont'd)

##### B. Connections to Category II Access Services (Cont'd)

The Company will equip those voice grade Category II access (*a.k.a. BellSouth SPA DS0 VG*) services with the necessary arrangements on the IC or end user access premises to protect the telecommunications network from hazardous voltages and the harmful effects of longitudinal imbalance. In addition, the Company will make the necessary arrangements in its central office to protect against signal power overload resulting from violations of the minimum protection criteria specified in E2.5.10 following. Where there is evidence that IC or End User provided terminal equipment or IC or End User provided systems violate the specified minimum protection criteria, signal level protection may be provided by the Company on the IC's or end user's premises. This regulation applies to all such voice grade access (*a.k.a. BellSouth SPA DS0 VG*) services except those (1) placed in service on or after February 15, 1973, where the IC or End User provided terminal equipment or system applies ringing below 300 Hertz or (2) the voice grade (*a.k.a. BellSouth SPA DS0 VG*) services listed in C. following.

(T)

##### C. Minimum Protection Criteria

The minimum protection criteria specified in E2.5.10 following applies to the connection of terminal equipment, multiline terminating systems and communications systems connected to Category II access service.

At this time minimum protection criteria have not been specified for the following services due to the nature of the service and/or the type of channels and equipment used. However, the Company reserves the right to specify such criteria if required.

- Voice Grade (*a.k.a. BellSouth SPA DS0 VG*) Secure Communications (Type I, II, III, IV)

(T)

- Program Audio (*a.k.a. BellSouth SPA Program Audio*)

(T)

- Wideband (*a.k.a. BellSouth SPA Wideband Analog*) Secure Communications (Type I, II, III)

(T)

#### E2.5.8 Connections of Access Service to Communications Systems Not Subject to Part 68 of the FCC's Rules and Regulations

##### A. When an IC or End User provided communications system is connected to Access Service that is arranged for connection to the telecommunications network the connection may be made through:

1. A connecting arrangement provided by the Company, or
2. Registered or grandfathered terminal equipment, multiline terminating system, or protective circuitry which, either singularly or in combination assures that all the requirements of the Registration Program (including signal power) are met at the access interface.
3. In lieu of these requirements for total hardware protection, an optional, alternative method, as described in E2.5.9 following, is available for the control of signal power only.

##### B. Where the Access Service is arranged for connection to the common user switching equipment located in a Company central office, the connection must be:

1. Through switching equipment or
2. To an IC or End User provided communications system that is arranged to promptly return the access service to an idle (on hook) state should the communications system fail. In addition, the IC or End User must notify the Company when the communications system fails.

##### C. Minimum Protection Criteria as set forth in E2.5.10 following must be complied with when the connection is made through equipment or systems that are not registered.

##### D. Such telecommunication system may only be connected at the End User's premises provided that such telecommunications service or customer provided communications system is utilized for the origination or termination of communications at the End User's premises where the connection is made.

## E2. GENERAL REGULATIONS

### E2.5 Connections (Cont'd)

#### E2.5.9 Institutional Procedures for Control of Signal Power

##### A. Conditions

When IC or End User provided communications systems or End User provided test equipment is connected to Access Services (including 1.544 Mbps) that are arranged for telecommunications network access and the connection is through (1) a Company provided connecting arrangement or, (2) registered or grandfathered terminal equipment, multiline terminating system or protective circuitry which assures that all of the requirements of the Registration Program are met at the Access Service interface, no further action is required. However, when an IC or End User elects to connect a communications system or End User provided test equipment to Access Service and the registered or grandfathered equipment, system or protective circuitry through which the connection is made does not provide protection for control of signal power, the IC or End User must comply with the following institutional procedures:

1. The operator/maintainer responsible for the establishment, maintenance and adjustment of the voice frequency signal power present at the Access Service interface must be trained to perform these functions by successfully completing one of the following:
  - a. A training course provided by the manufacturer of the equipment to control voice frequency signal power; or
  - b. A training course provided by the IC or End User authorized representative, who has responsibility for the entire communications system multiplexor or test equipment, using training materials and instructions provided by the manufacturer of the equipment used to control the voice frequency signal power; or
  - c. An independent training course (e.g., trade school or technical institution) recognized by the manufacturer of the equipment used to control the voice frequency signal power; or
  - d. In lieu of the preceding training requirements; the operator/maintainer is under the control of a supervisor trained in accordance with a. through c. preceding.

Upon request, the IC or End User is required to provide the proper documentation to demonstrate compliance with the preceding requirements.

2. At least 10 days advance notice must be given to the Company, in the form of a notarized affidavit, before the initial connection of the IC or End User provided communications system or End User provided test equipment. A copy of the affidavit must also be maintained at the IC's End User's premises. The affidavit must contain the following information:
  - a. The full name, business address, business telephone number and signature of the IC, End User or authorized representative who has responsibility for the operation and maintenance of the communications system or test equipment.
  - b. The line(s) to which the communications system or test equipment will be connected or arranged to be connected.
  - c. A statement that all operations associated with the establishment, maintenance and adjustment of the signal power present at the interface will comply with the Registration Program.
  - d. A statement describing how each operator/maintainer of the communications system or test equipment will meet and continue to meet the training requirements for persons installing, adjusting or maintaining such equipment or systems.
3. The IC or End User provided communications systems connected to 1.544 Mbps facilities must be installed, operated and maintained so that the 3-second average, RMS (root mean square) equivalent analog signal power (within the frequency range of 200-4000 Hertz) for each substrate channel at the circuit interface does not exceed -12dBm.

**E2. GENERAL REGULATIONS****E2.5 Connections (Cont'd)****E2.5.9 Institutional Procedures for Control of Signal Power (Cont'd)****B. Extraordinary Procedures**

1. The Company may invoke extraordinary procedures to protect the service where one or more of the following conditions are present:
  - a. Information provided in the affidavit gives reasons to believe that a violation of the Registration Program or the Institutional Procedures for Control of Signal Power is likely.
  - b. Harm has occurred and there is reason to believe this harm was a result of operations performed under the Institutional Procedures for Control of Signal Power.
2. The extraordinary procedures, which can be invoked by the Company, include:
  - a. Requiring the use of protective apparatus which either protects solely against signal power or which assures that all of the requirements of the Registration Program are met at the point of interface or the network interface. This protective apparatus may be provided by the Company, the IC or End User.
  - b. Disconnecting Service
3. A charge equal to the Maintenance of Service charge (as set forth in E13 following) will apply when:
  - a. It is necessary to send a repair person to the premises where the connection is made because a condition set forth in 1. preceding exists, and
  - b. A failure to comply with the Registration Program or the Institutional Procedures for Control of Signal Power is disclosed.

**E2.5.10 Minimum Protection Criteria for Direct Electrical Connections**

- A. To prevent excessive noise and crosstalk in the telecommunications network, it is necessary that the power of the signal at the central office not exceed 12dB below one milliwatt when averaged over any three second interval. To insure that this limit is not exceeded the power of the signal which may be applied by the IC's or End User's facilities to the Company interface located at the IC or End User premises will be specified for each IC or End User premises but in no case shall it exceed one milliwatt.
- B. To protect other services from interference at frequencies which are above the band of service provided and to insure that the input to the service does not exceed the limits indicated, the Company will specify the acceptable signal power in the following bands to be applied by the equipment at the point of interface or network interface:

**1. Metallic Voltage****a. 4 kHz to 270 kHz**

Center Frequency (f) of 8 kHz Band	Max Voltage in All 8 kHz Bands	Metallic Terminating Impedance
8 kHz to 12 kHz	- (6.4+12.6 log f) dBV	300 ohms
12 kHz to 90 kHz	(23 -40 log f) dBV	135 ohms
90 kHz to 266 kHz	- 55 dBV	135 ohms

- b. The root-mean-square (rms) value of the metallic voltage components in the frequency range of 270 kHz to 6 MHz shall, averaged over 2 microseconds, not exceed -15 dBV. This limitation applies with a metallic termination having an impedance of 135 ohms.

## E2. GENERAL REGULATIONS

### E2.5 Connections (Cont'd)

#### E2.5.10 Minimum Protection Criteria for Direct Electrical Connections (Cont'd)

##### B. (Cont'd)

###### 2. Longitudinal Voltage

###### a. 4 kHz to 270 kHz

Center Frequency (f) of 8 kHz Band	Max Voltage in All 8 kHz Bands	Longitudinal Terminating Impedance	(N)
8 kHz to 12 kHz	-(18.4+20 log f) dBV	500 ohms	(N)
12 kHz to 42 kHz	(3 - 40 log f) dBV	90 ohms	(N)
42 kHz to 266 kHz	- 62 dBV	90 ohms	(N)

b. The root-mean-square (RMS) value of the longitudinal voltage components in the frequency range of 270 kHz to 6 MHz shall, averaged over 2 microseconds, not exceed -30 dBV. This limitation applies with a longitudinal terminating having an impedance of 90 ohms.

(dBV = 20 log (base 10) voltage in volts)

C. To prevent the interruption or disconnection of a call, or interference with network control signaling, it is necessary that the signal applied by the IC's or End User's facilities to the Company interface located at the IC terminal location or End User premises at no time have energy solely in the 2450 to 2750 Hz band. If signal power is in the 2450 to 2750 Hz band, it must not exceed the power present at the same time in the 800 to 2450 Hz band. (N)

D. Where there is no connection to the telecommunications network, and the signal applied by the IC's or End User's facilities has energy solely in the 2675 to 2750 Hz band, the IC or End User shall coordinate the application of that signal with the Company. (N)

E. Where IC's or End User's facilities apply signals that have components in the frequency spectrum below 300 Hz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the following limits: (N)

1. The maximum RMS (root-mean-square) value, including dc and ac components, of the current per conductor will be specified by the Company, but in no case will the specified value exceed 0.35 ampere. (N)
2. The magnitude of the peak of the conductor to ground voltage shall not exceed 70 volts. (N)
3. The conductor to conductor voltage shall be such that the conductor to ground voltage limit set forth in 2. preceding is not exceeded. If the signal source is not grounded, the voltage limit in 2. above applies to the conductor to conductor voltage. (N)
4. The total weighted RMS voltage within the band from 50 Hz to 300 Hz shall not exceed 100 volts. The total weighted RMS voltage is the square root of the sum of the products of the weighting factors for the individual frequency components times the square of the RMS voltage of the individual frequency components. The weighting factors are as indicated: (N)

For Frequencies Between	Weighting Factor
50 Hz and 100 Hz	$f^2/10^4$
100 Hz and 300 Hz	$f^{3.3}/10^{6.6}$

Where f is the numerical value of the frequency, in Hz, of the frequency component being weighted. (N)

## E2. General Regulations

### E2.5 Connections (Cont'd)

#### E2.5.10 Minimum Protection Criteria for Direct Electrical Connections (Cont'd)

F. Where IC or End User provided data terminal equipment is connected to special access (*a.k.a. BellSouth SPA*) services with data capability and used for baseband data baseband transmission, the following limits shall not be exceeded. However, at specific bit rates of 2.4, 4.8 or 9.6 kbps, higher levels of transmission are permissible if a bipolar signal format specified by the Company is met. The bipolar signal format is necessary to limit intractable interference. The Company will provide the bipolar specifications upon request.

1. The maximum RMS (root-mean-square) value, including dc and ac components, of the current per conductor will not exceed 0.15 ampere.
2. The magnitude of the peak of the conductor to ground voltage shall not exceed 70 volts.
3. The conductor to conductor voltage shall be such that the conductor to ground voltage limit in (2) preceding is not exceeded. If the signal source is not grounded, the voltage limit in (2) preceding applies to the conductor to conductor voltage.
4. The total weighted rms voltage within the band from 10 Hertz to 10,000 Hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products of the weighting factors for the individual frequency components times the square of the rms voltage of the individual frequency components. The weighting factors are as indicated:

For Frequencies Between	Weighting Factor
10 Hz and 100 Hz	$f^2/10^4$
1000 Hz and 10,000 Hz	$f^{3.3}/10^{6.6}$

Where  $f$  is the numerical value of the frequency, in Hertz, of the frequency component being weighted.

5. The total voltage within the frequency band from 10,000 Hertz to 25,000 Hertz shall not exceed 0.05 volts rms.
6. The total voltage within the frequency band from 25,000 Hertz to 40,000 Hertz shall not exceed 0.012 volts rms.
7. The total voltage within the frequency band above 40,000 Hertz shall not exceed 0.0025 volts rms.
8. The foregoing signal level restrictions are based upon multiple disturbers being present in a given cable. When several services employing baseband data transmission are keyed simultaneously the signal limits stipulated in 4. through 7. preceding, must be reduced by multiplying the voltage signal limits by a factor of 1 divided by the square root of  $N$  where  $N$  is the expected number of transitions occurring simultaneously.

#### E2.5.11 Recording of Two-way Telephone Conversations

The FCC has adopted regulations which apply to the recording of two-way telephone conversations on the telecommunications network. These regulations also apply to *BellSouth SWA* service.

##### A. Direct Electrical Connection

IC or End User provided voice recording equipment may be used to record two-way telephone conversations if a distinctive recorder tone is repeated at intervals of approximately fifteen seconds. This distinctive recorder tone is required when the recording equipment is in use and is electrically connected with services of the Company. The distinctive recorder tone can be provided as part of (1) the recording equipment, (2) the IC or End User provided registered or grandfathered protective circuitry, or (3) a grandfathered connecting arrangement provided by the Company.

EFFECTIVE: December 1, 2005

## E2. GENERAL REGULATIONS

### E2.5 Connections (Cont'd)

#### E2.5.11 Recording of Two-way Telephone Conversations (Cont'd)

##### A. Direct Electrical Connection (Cont'd)

The IC or End User provided voice recording equipment must be arranged so that it can be connected or disconnected (or switched on or off) at will.

(Filed in compliance with an Order of the F.C.C. adopted May 20, 1948, in Docket No. 6787)

##### B. Exceptions to the Requirement for the Recorder Tone

The distinctive recorder tone is not required:

1. When used by a FCC licensed broadcast station customer for recording of two-way conversation solely for broadcast over the air. (Filed in compliance with an Order of the FCC adopted December 13, 1972.)

2. When used by the United States Secret Service of the Department of the Treasury for recording two-way telephone conversations which concern the safety and security of the person of the President of the United States, members of the President's immediate family, or the White House and its grounds. (Filed in compliance with an Order of the FCC adopted January 22, 1975.)

3. When used by a broadcast network or by a cooperative programming effort composed exclusively of FCC licensees to record two-way telephone conversations solely for broadcast over the air by a licensed broadcast station. (Filed in compliance with an Order of the FCC adopted December 18, 1975.)

4. When used for recording at United States Department of Defense Command Centers of emergency communications transmitted over the Department of Defense's private line network when connected to Long Distance Message Telecommunications Service, WATS or local telephone exchange service. (Filed in compliance with an Order of the FCC adopted May 19, 1976.)

5. When used by the United States Nuclear Regulatory Commission of the Department of Energy for recording of two-way telephone conversations at its Operations Centers. (Filed in compliance with an Order of the FCC adopted January 29, 1981.)

##### C. Acoustic or Inductive Connections

IC or End User provided voice recording equipment may not be connected to a service for the recording of two-way telephone conversations by means of an acoustic or inductive connection unless its use qualifies under the regulations "Exceptions to the Requirement for the Recorder Tone" as set forth in B. preceding.

#### E2.5.12 Connection to an HC1 Facility

Terminal equipment, a multiline terminating system or a communications system which does not have the capability to transmit signals with encoded analog content via an HC1 facility to the telecommunications network or to a Category I or Category III access service may be directly connected to the point of interface or the network interface of the circuit. All other connections to an HC1 facility are also made at the point of network interface and must be made in accordance with the following regulations.

##### A. Connection of Terminal Equipment

Terminal equipment may be connected to an HC1 facility through, or in combination with, channel derivation equipment. If the connection provides the capability to transmit signals with encoded analog content via the HC1 facility to the telecommunications network or to a Category I or Category III access service, it must be connected in accordance with the Registration Program, or Interim Program as set forth in C. and D. following.

In addition, when voice-band data terminal equipment is used with the channel derivation equipment the voice-band data terminal equipment must comply with Part 68 of the FCC's Rules and Regulations to ensure continued billing integrity.

## E2. GENERAL REGULATIONS

### E2.5 Connections (Cont'd)

#### E2.5.12 Connection to an HC1 Facility (Cont'd)

**B. Connection of a Multiline Terminating System and Channel Derivation Equipment**

A multiline terminating system and/or channel derivation equipment may be connected to an HC1 facility. If the connection provides the capability to transmit signals with encoded analog content via the HC1 facility to the telecommunications network or to a Category I or a Category III access service, it must be connected in accordance with the Registration Program, or Interim Program as set forth in C. and D. following.

**C. Registration Program**

A Petition for Rulemaking to modify Part 68 of the FCC's Rules and Regulations (Registration Program) to include certain connections to HC1 facilities has been filed with the FCC. To accommodate connections during the pendency of that Rulemaking, the Company has established the following Interim Program.

**D. Interim Program**

Terminal equipment and multiline terminating systems of a type listed on the Interim Program Summary may be connected at the IC's or End User's premises to an HC1 facility. (A copy of the Interim Program Summary is available from the Federal Communications Commission, Room BB300, Washington, D.C. 20554.)

1. Equipment and systems may be added to the Interim Program Summary in one of the following ways:
  - a. By being directly connected to any Company-provided HC1 service, facility or circuit as of March 17, 1983.
  - b. When the manufacturer of the terminal equipment or multiline terminating system submits a notarized affidavit to the FCC, Chief, Domestic Services Branch, Room BB300, Washington, D.C. 20554, attesting to the following:
    - (1) The equipment or system meets the proposed technical requirements for connections to an HC1 service, facility or circuit. The technical requirements are those that have been proposed to the FCC for inclusion in Part 68 of the Rules by the FCC/Industry Ad Hoc Task Group on Digital Interfaces. (Copy available from the Federal Communications Commission, Room BB300, Washington, D.C. 20554.)
    - (2) The equipment or system complies with the requirements of the Bell System Technical Reference Publication 41451.
2. Until expiration of the Interim Program, terminal equipment and multiline terminating systems that are listed on the Interim Program Summary may be connected to an HC1 facility.
3. Any terminal equipment or multiline terminating system connected pursuant to this Interim Program may require modification in response to Part 68 of the Rules adopted in CC Docket No. 81-216 or RM 4087.
4. Terminal equipment and multiline terminating systems that are connected under the Interim Program may remain connected and be moved and reconnected for the life of the equipment or system, except as may be required in response to Part 68 of the Rules adopted in FCC Docket No. 81-216 or RM 4087.
5. The Company may invoke extraordinary procedures to protect an HC1 facility. The extraordinary procedures applied will be the same as those for connection of a communications system to an access service as set forth in E2.5.9 B. preceding.
6. The Interim Program will expire on adoption of final FCC Rules in RM 4087, unless sooner canceled, changed or extended.

## E2. General Regulations

### E2.5 Connections (Cont'd)

#### E2.5.12 Connection to an HC1 Facility (Cont'd)

##### E. Connection of a Communications System

An IC or End User provided communications system and associated channel derivation equipment, if any, may be connected to an HC1 facility. If the connection provides the capability to transmit signals with encoded analog content via the HC1 facility to the telecommunications network or to a Category I or Category III access service, it must be connected in accordance with the Institutional Procedure for Control of Communications System Signal Power.

In addition, when voice-band data terminal equipment is used with the IC or End User provided communications system the voice-band data terminal equipment must comply with Part 68 of the FCC's Rules and Regulations to ensure continued billing integrity.

#### E2.5.13 Connection to Wideband Analog Access (a.k.a. BellSouth SPA Wideband Analog) Service

(T)

##### A. Connections

Terminal equipment, a multiline terminating system or a communications system may be directly connected to the Service Terminating Arrangement of a Wideband Analog Access (*a.k.a. BellSouth SPA Wideband Analog*) Service if the signals transmitted by such equipment and presented at the interface do not exceed the signal levels specified under the Minimum Protection Criteria section following. If the signals transmitted exceed these signal levels, the Company will take action to protect its services.

(T)

##### B. Minimum Protection Criteria

The Minimum Protection Criteria for Wideband Analog Access (*a.k.a. BellSouth SPA Wideband Analog*) Service are as follows. Signals presented at the point of network interface of these channels must not exceed the following transmitting power levels:

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Power	WA1	WA2
1. Average Long-Term Power, simultaneously with 3. below, measured over a 30 second interval	-5 dBm0	+2 dBm0
2. Instantaneous Peak Power (.01% of the time)	+17 dBm0	+19 dBm0
3. Power in any 4 kHz segment over 3 second interval	-13 dBm0	-13 dBm0
4. Out-of-band power	No greater than inband power density	No greater than inband power density
5. Single frequency tones	-13 dBm0	-13 dBm0

## E2. General Regulations

### E2.6 Definitions

Certain terms used herein are defined as follows:

#### ACCEPTANCE (COOPERATIVE) TESTS

The term "Acceptance (Cooperative) Tests" denotes those nonchargeable tests which are performed by the Company in cooperation with the IC at the IC's request at the time service is installed.

#### ACCESS CODE

The term "Access Code" denotes a uniform seven digit code assigned by the Company to an individual IC. The seven digit code has the form 101XXXX or 950-10XX.

#### ACCESS MINUTES

The term "Access Minutes" denotes that usage of exchange facilities in Intrastate service for the purpose of calculating chargeable usage. On the originating end of an intrastate call, usage is measured from the time the originating End User's call is delivered by the Company and acknowledged as received by the IC's facilities connected with the originating exchange. On the terminating end of an intrastate call, usage is measured from the time the call is received by the End User in the terminating exchange. Timing of usage at both originating and terminating end of an intrastate call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating end exchanges, as applicable. Those two times are measured by the receipt of a signal known as answer/disconnect supervision.

#### ACCESS TANDEM

The term "Access Tandem" denotes a Company switching system that provides a traffic concentration and distribution function of interLATA traffic originating from or terminating to an end office serving an IC terminal location.

#### ACCESS TANDEM SWITCHING

Access Tandem Switching denotes a rate element which is assessed for switching an IC's traffic through the Access Tandem.

#### ACTUAL COST

The term "Actual Cost" denotes all costs charged against a specific case of special construction, including any appropriate taxes.

#### ALTERNATE CENTRAL OFFICE

The term "Alternate Central Office" denotes a wire center other than the serving wire center of the location of a customer node associated with BellSouth Dedicated Ring and SMARTRing® service (a.k.a. BellSouth Dedicated Ring).

#### ANSWER/DISCONNECT SUPERVISION

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the IC point of connection for terminating calls to the exchange as an indication that the called party has answered or disconnected.

#### ASSUMED AVERAGE ACCESS MINUTES

The term "Assumed Average Access Minutes" denotes the usage that will be billed each month to ICs for BellSouth SWA FGA, BellSouth SWA FGB, or BellSouth SWA FGD access arrangements served from Company serving end offices where recorded minutes of use are not available.

#### ATM

(N)

The term Asynchronous Transfer Mode (ATM) denotes one of the general class of packet switching technologies that relay traffic via an address contained within the packet (referred to in ATM as cells). ATM is a switching method in which information does not occur periodically with respect to some reference such as a frame pattern.

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#### ATM CELL

(N)

The term ATM cell denotes the fixed length packets utilized in ATM cell-based switching services. An ATM cell is 53 bytes long, consisting of a five-byte header containing the address and a fixed 48-byte information field.

(N)

#### ATM CELL-BASED SWITCHING

(N)

The term ATM cell-based switching denotes the transfer of fixed length ATM cells as opposed to variable length frames used in other packet switching technologies.

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#### ATTENUATION DISTORTION

The term "Attenuation Distortion" denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz.

#### AVERAGE BUSINESS DAY (ABD)

The term "Average Business Day" denotes 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding national holidays.

#### BALANCE (100 TYPE) TEST LINE

The term "Balance (100 Type) Test Line" denotes an arrangement in an end office which provides for balance and noise testing.

## E2. General Regulations

### E2.6 Definitions (Cont'd)

#### BELLSOUTH DIRECTORY ASSISTANCE ACCESS (INTRASTATE)

The term "BellSouth Directory Assistance Access" denotes the provision of telephone numbers by a Company operator when the operator location is accessed by an End User by dialing (NPA) 555-1212.

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#### BELLSOUTH OPERATOR SERVICES SYSTEM LOCATION

The term "BellSouth Operator Services System Location" denotes a Company office where Company equipment routes or receives IC Operator Services calls to or from the IC location.

#### BELLSOUTH ELECTRONIC WHITE PAGES LOCATION

The term "BellSouth Electronic White Pages Location" denotes a Company office where BellSouth Electronic White Pages Access Service is provided. BellSouth Electronic White Page locations are listed in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC., TARIFF F.C.C. No. 4.

#### BELLSOUTH SWA COMMON TRANSPORT

The term "BellSouth SWA Common Transport" denotes the transmission of the IC's BellSouth SWA traffic between the Access Tandem and the end office, between the BellSouth SWA FGA dial-tone office and the end office (for terminating traffic), and between the end office which serves as the host office for a remote switching system or module (RSS or RSM) and the RSS or RSM.

#### BELLSOUTH SWA DEDICATED TRANSPORT

The term "BellSouth SWA Dedicated Transport" denotes the transmission of the IC's BellSouth SWA traffic utilizing dedicated facilities, when ordered by the IC, between the IC's serving wire center (SWC) and the IC designated points, i.e. SWC to a Company Facility Hub (Hub), SWC to an Access Tandem, SWC to an IC designated end office, Hub to an Access Tandem, Hub to Hub, and Hub to an end office.

#### BELLSOUTH SWA FGD SIGNALING

The term "BellSouth SWA FGD Signaling" denotes the signaling system which is used, by equal access end offices, to transmit originating information and address digits to the IC's premises. Features of this system include overlap outpulsing, identification of the type of call, identification of the ten-digit telephone number of the calling party, and acknowledgment wink supervisory signals.

#### BIPOLAR WITH 8 ZERO SUBSTITUTION (B8ZS)

The term "Bipolar with 8 Zero Substitution" (B8ZS) denotes a line code which allows transport of an all zero octet over a DS1/1.544 Mbps High Capacity channel. B8ZS enables Clear Channel Capability on DS1/1.544 Mbps High Capacity service.

#### BIT

The term "Bit" denotes the smallest unit of information in the binary system of notation.

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## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

#### CALL

The term "Call" denotes a customer communications attempt in which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office or in the case of **BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening** service when the address code is provided to the office performing the translation or screening function. It begins with an off-hook signal initiated by an IC or End User (calling party) and concludes with an on-hook signal after attempted or completed communication to a **BellSouth** Directory Assistance *Access* service location or End User (called party) or to an IC terminal location. (T)

#### CALLED AND CALLING PARTY SUBADDRESSING

The Access Transport Parameter information element that contains additional address information beyond the directory number. This provides additional routing information when a called ISDN directory number has multiple data terminal devices associated with it.

This subaddress information is supplied by the end user's ISDN equipment and specifically identifies a particular device (e.g., FAX machine, terminal, etc.) on an ISDN line.

#### CARRIER OR COMMON CARRIER

The term "Carrier or Common Carrier" denotes any individual, partnership, associations, joint-stock company, trust or corporation engaged for hire in interstate or foreign communication by wire or radio.

#### CARRIER IDENTIFICATION CODE (CIC)

The term "Carrier Identification Code" (CIC) denotes a unique three or four-digit access identification code that is assigned to an Interexchange Carrier for use with **BellSouth SWA FGB** and/or **BellSouth SWA FGD** service. (T)

#### CATEGORY I

The term "Category I" denotes the Special Access (*a.k.a. BellSouth SPA*) services that are equivalent to the services that are defined in Part 68.2 (a) (ii) of the FCC's Rules and Regulations. (T)

#### CATEGORY II

The term "Category II" denotes Access Services not covered by Part 68 of the FCC's Rules and Regulations. These services include those access services where protection is incidentally supplied in the normal provision of the service.

#### CATEGORY III

The term "Category III" denotes the Special Access (*a.k.a. BellSouth SPA*) services that are equivalent to the services that are defined in Part 68.2 (a) (iii) of the FCC's Rules and Regulations. (T)

#### CCS

The term "CCS" denotes a hundred call seconds which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

#### CENTRAL OFFICE

The term "Central Office" denotes a local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

#### CENTRAL OFFICE PREFIX

The term "Central Office Prefix" denotes the first three digits (NNX) of the seven digit telephone number assigned to an End User's Telephone Exchange Service when dialed on a local basis.

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## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

#### CENTRALIZED AUTOMATIC REPORTING ON TRUNKS (CAROT) TESTING

The term "Centralized Automatic Reporting on Trunks (CAROT) Testing" denotes a type of testing which includes the capacity for measuring operational and transmission testing.

#### CENTREX TYPE SERVICES

Central office based non-transport arrangements which permit abbreviated internal calling, and inward and outward calling from station lines associated with ESSX-1 service, ESSX® service, Digital ESSX® service, MultiServ® service, MultiServ® PLUS service, *and BellSouth® Centrex service*. (C)

#### CHANNEL(S)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic based transmission systems, communications path between two or more points of termination.

#### CHANNELIZATION EQUIPMENT

Equipment which derives individual channels of voice and/or data from a higher capacity to a lower capacity or bandwidth or vice versa.

#### CHANNELIZE

The term "Channelize" denotes the process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels and vice-versa.

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## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

#### CHARGEABLE CALL

See Access Minutes.

#### CLEAR CHANNEL CAPABILITY

The term "Clear Channel Capability" denotes the *ability to* transport twenty-four, **64.0** Kbps channels over a 1.544 Mbps High Capacity service via B8ZS line code format. (C)

## E2. General Regulations

### E2.6 Definitions (Cont'd)

#### C-MESSAGE NOISE

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

#### C-NOTCHED NOISE

The term "C-Notched Noise" denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

#### (DELETED)

#### COMMON LINE

The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided under the General Subscriber Service Tariff of the Company, terminated on a central office switch and which may be used to make and receive exchange service calls, intrastate message service calls or interstate message service calls no matter if the Customer causes the line, trunk or facility to be arranged to prohibit any type of calls to be made or received. A common line-residence is a line or trunk provided under the residence regulations of the General Subscriber Service Tariff. A common line-business is a line provided under the business regulations of the General Subscriber Service Tariff. A common line pay telephone is a line provided under the coin telephone service regulations of the General Subscriber Service Tariff.

#### COMMUNICATIONS SYSTEM

The term "Communications System" denotes channels and other facilities, which are capable of communications between terminal equipment provided by other than the Company or Company stations.

#### COMPANY

Wherever used in this Tariff, "Company" and "Southern Bell Telephone and Telegraph Company" refer to BellSouth Telecommunications, Inc. unless the context clearly indicates otherwise.

#### CUSTOMER(S)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this Tariff, including both Interexchange Carriers (ICs) and End Users except in Section E6., **BellSouth SWA** service, where "Customer(s)" denotes Interexchange Carriers (ICs), Enhanced Service Providers (ESPs), End Users for **BellSouth SWA** FGA FX/ONAL service, and 500 Service Providers for **BellSouth SWA** 500 service.

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#### CUSTOMER LOCATION

The term "Customer Location" denotes an IC premises within the Local Access Transport Area (LATA).

#### DATA TRANSMISSION (107 TYPE) TEST LINE

The term "Data Transmission (107 Type) Test Line" denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

#### DECIBEL (dB)

The term "Decibel" denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two signal powers.

#### DECIBEL REFERENCE NOISE C-MESSAGE WEIGHTING

The term "Decibel Reference Noise C-Message weighting" denotes noise power measurements with C-Message weighting in decibels relative to a reference 1000 Hz tone of 90 dB below 1 milliwatt.

#### DECIBEL REFERENCE NOISE C-MESSAGE REFERENCED TO 0

The term "Decibel Reference Noise C-Message Referenced to 0" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

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## E2. General Regulations

### E2.6 Definitions (Cont'd)

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#### DEMARCATION POINT

The demarcation point is the point where the regulated Company's facilities end and the customer's premises wiring begins.

#### DETAIL BILLING

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to an IC or End User are due on a bill prepared by the Company.

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#### DS0

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It is generally referred to as having a 64 Kbps transmission data rate signal; however, customer transmitted bit rates are limited to 56 Kbps. The required format and interface specifications are contained in BellSouth Technical Reference TR-NPL-000341.

#### DS1

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps transmission data rate, and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format. Unframed signal formats are not permitted or compatible with Company equipment. The required format and interface specifications are contained in BellSouth Technical Reference TR-NPL-000054.

## E2. General Regulations

### E2.6 Definitions (Cont'd)

#### DUAL TONE MULTIFREQUENCY ADDRESS SIGNALING

The term "Dual Tone Multifrequency Address Signaling" denotes a type of signaling that is an optional feature of **BellSouth SWA FGA**. It may be utilized when **BellSouth SWA FGA** is being used in the terminating direction (from the point of interface with the IC to the local exchange end office). An office arranged for Dual Tone Multifrequency Signaling would expect to receive address signals from the IC in the form of Dual Tone Multifrequency signals.

#### ECHO CONTROL

The term "Echo Control" denotes the control of reflected signals in a telephone transmission path.

#### ECHO PATH LOSS (EPL)

The term "Echo Path Loss" denotes the measure of reflected signal at a 4-wire point of interface without regard to the send and receive Transmission Level Point (TLP).

#### ECHO RETURN LOSS (ERL)

The term "Echo Return Loss" denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz), where talker echo is most annoying.

#### EFFECTIVE 2-WIRE

The term "Effective 2-Wire" denotes a condition which permits the simultaneous transmission in both directions over a channel, but it is not possible to insure independent information transmission in both directions. Effective 2-wire channels may be terminated with 2-wire or 4-wire interfaces.

#### EFFECTIVE 4-WIRE

The term "Effective 4-Wire" denotes a condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of the Company (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective 4-wire channels may be terminated with a 2-wire interface at the customer premises or central office, but not at the IC point of interface. However, when terminated 2-wire, simultaneous independent transmission cannot be supported.

#### ELECTRONIC WHITE PAGES SYSTEM

The term "Electronic White Pages System" (EWP system) denotes switching equipment, facilities, computer hardware and software components utilized for the provision of **BellSouth** Electronic White Pages Access Service.

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#### END OFFICE SWITCH

The term "End Office Switch" denotes a local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks. Included are Remote Switching Modules and Remote Switching Systems served by a host office in a different wire center.

#### END USER

The term "End User" denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains intrastate service arrangements in the operating territory of the Company or (B) subscribes to intrastate service(s) provided by an IC or uses the services of the IC when the IC provides intrastate service(s) for its own use.

#### ENTRANCE FACILITY

See Switched Local Channel

#### ENTRY SWITCH

See First Point of Switching

#### ENVELOPE DELAY DISTORTION

The term "Envelope Delay Distortion" denotes a measure of the linearity of the phase versus frequency of a channel. It is the maximum variation over a band of frequencies of the envelope delay, which is the derivative of the phase with respect to frequency.

#### EQUAL LEVEL ECHO PATH LOSS

The term "Equal Level Echo Path Loss" denotes the measure of Echo Path Loss (EPL) at a 4-wire interface which is corrected by the difference between the send and receive TLP. (ELEPL = EPL - TLP (send) + TLP (receive)).

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## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

#### ESTIMATED COST

The term "Estimated Cost" denotes the estimated costs that will be incurred in providing a specific case of special construction, including any appropriate taxes.

#### EXCHANGE

The term "Exchange" denotes a unit established by the Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area.

#### EXPECTED MEASURED LOSS (EML)

The term "Expected Measured Loss" denotes a calculated loss which specifies the end-to-end 1004-Hz transducer loss on a terminated test connection between two readily accessible manual or remote test points. It is the sum of the inserted connection loss and test access loss including any test pads.

#### FACILITIES

The term "Facilities" denotes any cable, fiber optics, poles, conduit, microwave or carrier equipment, wire center distribution frames, central office switching equipment, computers (both hardware and software), business machines, etc., utilized to provide (1) the services offered under this Tariff or (2) the services provided by an IC for its own use or for an IC customer's use.

#### FACILITY BASED INTEREXCHANGE CARRIER

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The term "Facility Based Interexchange Carrier" denotes a certified Interexchange Carrier that completes/terminates calls utilizing owned and/or leased facilities and/or resold local exchange company services in lieu of or in addition to resold MTS/**BellSouth SWA** WATS or interLATA MTS/**BellSouth SWA** WATS type services.

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#### FIELD IDENTIFIER

The term "Field Identifier" denotes two to four characters that are used on service orders to convey specific instructions. Field Identifiers may or may not have associated data. Selected Field Identifiers are used in Company billing systems to generate non-recurring charges.

#### FIRST POINT OF SWITCHING (FP OF S)

The term "First Point of Switching" denotes the first Company location at which switching occurs on the terminating path of a call proceeding from the IC terminal location to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the IC terminal location.

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## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

#### FREQUENCY SHIFT

The term "Frequency Shift" denotes the change in the frequency of a tone as it is transmitted over a channel.

#### GRANDFATHERED

The term "Grandfathered" denotes station or switching equipment directly connected to the facilities utilized to provide services under the provisions of this Tariff, and which are considered grandfathered under Part 68 of the FCC Rules and Regulations.

#### HIGH LAYER COMPATIBILITY (HLC)

The Access Transport Parameter information element that provides additional digits, supplied by the end user's ISDN equipment, which are used to check compatibility between the originating and terminating end user's ISDN equipment.

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#### HOST OFFICE

The term "Host Office" denotes an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

#### HUB

The term "Hub" denotes a Company-designated location at which services are either joined together (as in a bridging Hub) or where services are channelized (as in a High-Capacity Hub).

#### IC TERMINAL LOCATION

The term "IC Terminal Location" denotes a location within a LATA (Point of Presence) from which the IC (1) provides and/or administers telecommunications services for its own use or for the use of its customers (End Users) and (2) has the capability of testing the facilities operated or terminated at that location.

#### IMPEDANCE BALANCE

The term "Impedance Balance" denotes the method of expressing Echo Return Loss and Singing Return Loss at a four-wire interface whereby the gains and/or losses of the four-wire portion of the transmission path, including the hybrid, are not included in the specification.

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## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

#### IMPULSE NOISE

The term "Impulse Noise" denotes any momentary occurrence of the noise on a channel over a specified level threshold. It is evaluated by counting the number of occurrences, which exceed the threshold.

#### INDIVIDUAL CASE BASIS (ICB)

The term "Individual Case Basis" denotes a condition where the regulations, if applicable, rates and charges for an offering under the provisions of this Tariff are developed based on the circumstances in each case.

#### INSERTED CONNECTION LOSS

The term "Inserted Connection Loss" denotes the 1004 Hz power difference (in dBs) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

#### INSTALLED COST

The term "Installed Cost" denotes the total investment (estimated or actual) required by the Company to provide specially constructed facilities.

#### INTEREXCHANGE CARRIER(S) (IC)

The term "Interexchange Carrier(s)" denotes any individual, partnership, corporation, association, or governmental agency, or any other entity, which subscribes to the services offered under this Tariff and is authorized by the North Carolina Utilities Commission by policy statement or certification to provide intrastate telecommunications services for its own use or for the use of its customers. The term "Interexchange Carrier(s)" is not to be construed to include BellSouth SWA WATS and private line customers unless said customers are certified public utilities.

#### INTERMODULATION DISTORTION

The term "Intermodulation Distortion" denotes a measure of the nonlinearity of a channel. It is measured using 4 tones, and evaluating the ratios (in dBs) of the transmitted composite 4-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

#### INTERCONNECTION

Interconnection denotes *the several Interconnection rate elements that apply to BellSouth SWA minutes of use. Separate rate elements are applicable for originating and terminating minutes of use. Additionally, separate rate elements are applicable when the IC utilizes Company-provided transport facilities versus those service applications where there are no Company transport facilities utilized.*

(C)

#### INTRASTATE COMMUNICATIONS

The term "Intrastate Communications" denotes any communications in North Carolina subject to oversight by the North Carolina Public Service Commission as provided by the laws of the State.

#### JOINTLY USED SUBSCRIBER PLANT

The term "Jointly Used Subscriber Plant" denotes the local nontraffic sensitive Telephone Exchange Service facilities furnished in connection with Switched Exchange Access provided to an IC to complete a call via an IC's intercity network to or from Telephone Exchange Service locations.

#### LINE CONTROLLED PAY STATIONS

Line controlled pay stations utilize Telephone Company serving central office equipment for the necessary call processing features required for pay telephone traffic. Traffic from these stations will be completed to the customer over BellSouth SWA TSBSA 3 trunks which must be equipped with the Coin Sent-Paid Capability optional feature.

#### LINE SIDE CONNECTION

The term "Line Side Connection" denotes a connection of a transmission path to the line side of a local exchange switching system.

#### LOCAL ACCESS AND TRANSPORT AREA (LATA)

The term "Local Access and Transport Area" denotes a geographic area established by the Company for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

#### LOCAL TANDEM SWITCH

The term "Local Tandem Switch" denotes a local Company operating unit by means of which local or access telephonic communication is switched to and from an End Office Switch.

#### LOCATION PROVIDER

A location provider is the person or persons having legal authority to permit the Payphone Service Provider to place pay telephones on their premises.

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## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

#### LOOP AROUND TEST LINE

The term "Loop Around Test Line" denotes an arrangement in an end office which provides a means for making two-way transmission tests on a manual basis. This arrangement has two terminations, each reached by means of separate seven-digit numbers.

#### LOSS DEVIATION

The term "Loss Deviation" denotes the variation of the actual loss from the designed value.

#### LOW LAYER COMPATIBILITY (LLC)

The Access Transport Parameter information element that provides additional digits, supplied by the end user's ISDN equipment, which are used to provide a detailed level of compatibility checking between originating and terminating end user's ISDN equipment. An example of the detailed level of compatibility checking is the rate of data transmission (i.e., 1200 bps, 9600 bps, etc.).

#### MAXIMUM TERMINATION LIABILITY (MTL)

The term "Maximum Termination Liability" denotes the maximum amount which may be billed if all services using specially constructed facilities are terminated prior to the expiration of the Maximum Termination Liability period.

#### MAXIMUM TERMINATION LIABILITY PERIOD

The term "Maximum Termination Liability Period" denotes the length of time for which a termination charge may apply if all services using specially constructed facilities are terminated. The filed Maximum Termination Liability period is equal to the average account life of the specially constructed facilities.

#### MESSAGE

The term "Message" denotes a "call" as defined preceding.

#### MILLIWATT (102 TYPE) TEST LINE

The term "Milliwatt (102 Type) Test Line" denotes an arrangement in an end office which provides a 1004 Hz tone at 0 dBm0 for one-way transmission measurements towards the IC terminal location from the Company end office.

#### MINUTES OF USE

See Access Minutes.

#### MOBILE TELEPHONE SWITCHING OFFICE (MTSO)

The term "Mobile Telephone Switching Office (MTSO)" denotes a Cellular Mobile Carrier (CMC) switching system that is used to terminate mobile stations for purposes of interconnection to each other and to trunks interfacing with the public switched network.

#### MULTIPOINT CHANNEL

The term "Multipoint Channel" refers to any connection which terminates three or more circuits on the same bridging node.

(N)

#### NET SALVAGE

The term "Net Salvage" denotes the estimated scrap, sale, or trade-in value, less the estimated cost of removal. Cost of removal includes the costs of demolishing, tearing down, or otherwise disposing of the material and any other applicable costs. Since the cost of removal may exceed salvage value, net salvage may be negative.

(M)

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## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

#### NETWORK CONTROL SIGNALING

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signals (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

#### NETWORK INTERFACE

The term "Network Interface" denotes the point of demarcation on the End User's premises at which the Company's responsibility for the provision of Access Services end.

#### NON FACILITY BASED INTEREXCHANGE CARRIER

The term "Non Facility Based Interexchange Carrier" denotes a certified Interexchange Carrier that completes/terminates calls solely utilizing resold MTS/**BellSouth SWA** WATS or interLATA MTS/**BellSouth SWA** WATS type services. (T)

#### NONRECOVERABLE COST

The term "Nonrecoverable Cost" denotes the cost of specially constructed facilities for which the Company has no foreseeable use should the service be terminated.

#### NONSYNCHRONOUS TEST LINE

The term "Nonsynchronous Test Line" denotes an arrangement in step-by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but which can be made more rapidly.

## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

#### NORMAL CONSTRUCTION

The term "Normal Construction" denotes all facilities the Company would normally use to provide service in the absence of a request for special construction.

#### NORMAL COST

The term "Normal Cost" denotes the estimated cost to provide services using normal construction.

#### NORTH AMERICAN NUMBERING PLAN (NANP)

The term "North American Numbering Plan" denotes a 3-digit area or Numbering Plan Area (NPA) code and a 7-digit telephone number made up of a 3-digit Central Office (CO) code plus a 4-digit station number.

#### OFF-HOOK

The term "Off-hook" denotes the active condition of BellSouth SWA or a Telephone Exchange Service line.

#### ON-HOOK

The term "On-hook" denotes the idle condition of BellSouth SWA or a Telephone Exchange Service line.

#### OPEN CIRCUIT TEST LINE

The term "Open Circuit Test Line" denotes an arrangement in an end office which provides an ac open circuit termination of a trunk or line by means of an inductor of several Henries.

OPERATING COMPANY NUMBER denotes a four-character alphanumeric identifier used to determine the company of the NPA-NXX code-holders. (N)

#### OPERATOR SERVICES SYSTEM

The term "Operator Services System" (OSS) denotes the switching equipment, facilities, operator positions and software components utilized for the provision of Operator Services.

#### OPERATOR SERVICES SYSTEM SERVING AREA

The term "Operator Services System Serving Area" (OSS serving area) denotes the geographic operational domain of an Operator Services System.

#### ORIGINATING DIRECTION

The term "Originating Direction" denotes the use of access service for the origination of calls from an End User to an IC terminal location.

#### OVERLAP OUTPULSING

The term "Overlap Outpulsing" denotes the feature of the Exchange Access Signaling System which permits initiation of pulsing to the IC's premises before the calling subscriber has completed dialing an originating call.

#### (DELETED)

#### PAY TELEPHONE LINE

The term "Pay Telephone Line" denotes facilities provided by the Company which connect pay telephone stations to the Local Exchange Network.

#### PAYPHONE SERVICE PROVIDER

The term "Payphone Service Provider" denotes one who provides payphone service, which is the provision of public or semi-public pay telephone, the provision of inmate telephone service in correctional institutions and any ancillary services.

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## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

**PHASE JITTER**

The term "Phase Jitter" denotes the unwanted phase variations of a transmitted signal.

(M)

**POINT OF INTERFACE**

The term "Point of Interface" denotes a demarcation point, at the IC terminal location, between Company provided and IC provided services.

(M)

**POINT OF PRESENCE**

See IC Terminal Location

(M)

**PREMISES**

The term "Premises" denotes the building or portions of a building occupied by a single IC or End User either as a place of business or residence. Adjacent buildings and the buildings on the same continuous property occupied by the IC or End User, not separated by a public thoroughfare, are also considered the IC's or End User's premises.

(M)

**RECOVERABLE COST**

The term "Recoverable Cost" denotes the cost of the specially constructed facilities for which the Company has a foreseeable reuse, either in place or elsewhere, should the service be terminated.

(M)

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## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

#### REMOTE SWITCHING MODULES (RSM) AND/OR REMOTE SWITCHING SYSTEMS (RSS)

The term "Remote Switching Modules and/or Remote Switching Systems" denotes small, remotely controlled electronic end office switches which obtain their call processing capability from an *ESS-type* Host Office. The RSM/RSS cannot accommodate direct trunks to an IC.

(C)

## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

#### RETURN LOSS

The term "Return Loss" denotes a measure of the similarity between the two impedances at the junction of two transmission channels (e.g., four to two-wire junctions). The higher the return loss, the higher the similarity.

#### REGISTERED EQUIPMENT

The term "Registered Equipment" denotes the IC's or the IC's customer's premises equipment (CPE) which complies with and has been approved within the Registration Provisions of Part 68 of the FCC Rules and Regulations.

#### SECONDARY CHANNEL

The term "Secondary Channel" denotes an optional, low bit rate, digital channel transmission path derived from a primary Digital Data Access (*a.k.a. BellSouth SPA DS0 Digital Data*) Services channel. Terminal equipment required to support Secondary Channel Capability must be provided by the end user. (T)

#### SERVICE ACCESS CODE (SAC)

The term "Service Access Code (SAC)" denotes the 700, 800 and 900 NXX numbers administered by Bell Communications Research as part of the North America Numbering Plan.

#### SERVICE INSTALLATION GUARANTEE

The Term "Service Installation Guarantee" denotes a program under which the Company will provide a credit to the customer's account for certain services in those instances when the Service Date is not met due to Company reasons.

#### SERVICE TERMINATING ARRANGEMENT 2EXT

The term "Service Terminating Arrangement" denotes equipment furnished by the Company which is utilized for the termination of Company provided Access Service. Such "Service Terminating Arrangement" provides a clearly delineated interface which facilitates the design, isolation, and testing of the Access Service where the service is connected with IC or End User provided communications systems.

#### SEVEN DIGIT MANUAL TEST LINE

The term "Seven Digit Manual Test Line" denotes an arrangement which allows the IC to select balance, milliwatt and synchronous test lines, by manually dialing a seven digit number over the associated access connection.

#### SHARED NETWORK ARRANGEMENT

The term "Shared Network Arrangement" denotes a service offering whereby one or more Interexchange Carrier(s) (ICs) may share capacity on a high capacity DS3 or DS1 channelized service. The Company will maintain separate billing and network records for each IC's portion of the shared network.

#### SHORT CIRCUIT TEST LINE

The term "Short Circuit Test Line" denotes an arrangement in an end office which provides an ac short circuit termination of the trunk or line by means of a capacitor of at least 4 microfarads.

#### SIGNAL-TO-C-NOTCHED NOISE RATIO

The term "Signal-to-C-Notched Noise Ratio" denotes the ratio in dB of a tone signal to the corresponding C-Notched Noise.

#### SIGNAL TRANSFER POINT (STP)

The term "Signal Transfer Point" denotes a signaling point which routes and/or transfers signaling messages through the common channel signaling network.

#### (SIGNALING) POINT CODE

The term "Signaling Point Code" denotes a binary code uniquely identifying a signaling point in a signaling network. This code is used, depending upon its position in the label, either as a destination point code, identifying the intended destination of the message, or as an originating point code, identifying the originating point of the message.

#### SINGING RETURN LOSS (SRL)

The term "Singing Return Loss" denotes the frequency weighted measure of return loss at the edges of the voiceband (200 to 500 Hz and 2500 to 3200 Hz), where singing (instability) problems are most likely to occur.

## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

#### SPECIAL ORDER

The term "Special Order" denotes an order for a Billing and Collection Service or a **BellSouth** Directory Assistance **Access** Service. (D)

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(DELETED)

#### SWITCHED LOCAL CHANNEL

The Switched Local Channel denotes a switched transport facility between the IC's serving wire center and the IC's premises.

#### SYNCHRONOUS TEST LINE

The term "Synchronous Test Line" denotes an arrangement in an end office which performs marginal operational tests of supervisory and ring-tripping functions.

#### TERMINATING DIRECTION

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from an IC terminal location to an End User.

#### TERMINATION CHARGE

The term "Termination Charge" when used in connection with specially constructed facilities denotes the portion of the termination liability that is applied as a nonrecurring charge when all services are discontinued prior to the expiration of the specified liability period. The term "Termination Liability" as used in connection with the application of termination charges for Access Services denotes the maximum potential charge applicable for the discontinuance, either at the request of the IC or by the Company under its regulations concerning cancellation for cause, of service or facilities provided by the Company.

#### TRADITIONAL SIGNALING

The term "Traditional Signaling" denotes the Intermachine Signaling System which has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating end office to the switching machine which will terminate the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing, ten digit ANI or ANI information digits are included in this signaling sequence. Acknowledgment wink is required from the terminating switching machine except when the originating switching machine is SXS.

#### TRAFFIC

The term "traffic" denotes a volume of IC access minutes of use or calls.

#### TRAFFIC OPERATOR POSITION SYSTEM (TOPS) TANDEM

The term "Traffic Operator Position System" (TOPS tandem) denotes a Company office where Company equipment routes or receives IC Operator Services calls to or from the IC location. A TOPS tandem is also known as an OSS location.

#### TRANSACTIONS CAPABILITIES APPLICATION PART (TCAP) MESSAGES

The term "TCAP Messages" relates to the application of TIA interim Standard 41 (Sub-systems 005-010) for the transmission of non-call associated messages over the **BellSouth SWA** CCSAC network.

#### TRANSMISSION MEASURING (105 TYPE) TEST LINE/RESPONDER

The term "Transmission Measuring (105 Type) Test Line/Responder" denotes an arrangement in an end office which provides far-end access to a responder and permits two-way loss and noise measurements to be made on trunks from a near end office.

## E2. General Regulations

### E2.6 Definitions (Cont'd)

#### TRANSMISSION PATH

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

#### TRANSMISSION PERFORMANCE

The term "Transmission Performance" denotes the immediate action limits beyond which the Company will accept an IC's trouble report and take corrective action.

#### TRUNK

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

#### TRUNK GROUP

The term "Trunk Group" denotes a set of trunks, which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

#### TRUNK SIDE CONNECTION

The term "Trunk Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system.

#### TWO-WIRE TO FOUR-WIRE CONVERSION

The term "Two-Wire to Four-Wire Conversion" denotes an arrangement, which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity such as a central office switch trunk circuit or switching system.

#### (DELETED)

#### UNIFORM SERVICE ORDER CODE

The term "Uniform Service Order Code" denotes a three or five character alphabetic, numeric, or an alphanumeric code that identifies a specific item of service or equipment. Uniform Service Order Codes are used in the Company billing system to generate recurring rates and nonrecurring charges.

#### UNDERUTILIZATION LIABILITY

The term "Underutilization Liability" denotes a per unit charge which may be billed if fewer services are in use utilizing specially constructed facilities at filed tariff rates at the end of an Initial Liability Period, or annually thereafter, than were originally specially constructed.

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(D)

(D)

#### V AND H COORDINATES METHOD

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the Vertical (V) and Horizontal (H) coordinates of the two points.

#### VIRTUAL COLLOCATION CROSS-CONNECT

A "Virtual Collocation Cross-Connect" provides for central office interconnection of collocator-provided transmission equipment, which BellSouth has agreed to lease from the collocator, to BellSouth SWA and Special Access (a.k.a. BellSouth SPA) services.

#### WIRE CENTER

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

#### 500 SERVICE PROVIDER

The term "500 Service Provider" refers to an IC purchasing BellSouth SWA 500 Access service for use in the provision of Personal Communication Service. A 500 Service Provider must have been assigned a 500 NXX by the North American Numbering Plan Administrator.

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## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

#### 800 DATABASE

The term "800 Database" refers to the use of database technology to determine to which IC an originating 800 call is to be delivered. With the exception of 800 calls to Canada, Bermuda, and the Bahamas, the 800 Database routes calls to an IC based on the dialed ten digit 800 number. Routing for 800 calls to these areas will be based on the first six digits of the dialed 800 number.

### E2.7 Special Promotions

#### E2.7.1 Regulations

A. The Company may offer, subject to Commission approval, special promotions of new or existing services or products for limited periods. The Company will file a written request for each promotion with the Commission with a copy to the Public Staff *five working* days prior to the beginning of the promotional period. These promotions will be offered on a completely non-discriminatory basis with each subscriber in the classification of service and area for which the promotion is offered having an equal opportunity for participation, subject to the availability of products, services and facilities. (C)

#### E2.7.2 Reserved for Future Use

#### E2.7.3 Reserved for Future Use

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## E2. GENERAL REGULATIONS

### E2.8 Reserved for Future Use

### E2.9 Reserved for Future Use

### E2.10 Reserved for Future Use

### E2.11 Trademarks and Servicemarks Protection

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#### E2.11.1 Use of Trademarks and Servicemarks

(T)

*Trademarks and Servicemarks* owned by BellSouth Intellectual Property Corporation may not be used by any entity concurring in or providing services pursuant to this Tariff except under an express written license agreement with BellSouth Intellectual Property Marketing Corporation.

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### E2.12 Reserved for Future Use

### E2.13 Reserved for Future Use

### E2.14 Reserved for Future Use

### E2.15 Demarcation Point

#### E2.15.1 General

##### A. Demarcation Point Location

1. The demarcation point is comprised of a Company-provided Network Interface (NI) jack and is located on a customer's premises in accordance with 2. and 3. following.
2. Single Family Residence - The normal location of the demarcation point is at an Outdoor Network Interface (ONI) jack affixed to the exterior of the residence. If the subscriber so requests, the demarcation point will be located inside the residence at the facilities entry point or as close to that point as practicable.
3. Other Buildings
  - a. Where a subscriber has provided a telephone equipment room at the premises, the equipment room will be considered the most practicable point of demarcation, unless the subscriber requests a demarcation point location that is closer to the facilities entry point.
  - b. If the owner of a multi-tenant property (one or more buildings on the same contiguous property as defined in North Carolina Utilities Commission Rules R14-2) requests that the Company place or relocate the demarcation point for all tenants/subscribers to one or more points which are located remotely from the tenants'/subscribers' premises, such requests will be accommodated if all known tenants/subscribers agree to such an arrangement and if appropriate facility arrangements can be made. The appropriate charges will apply, as specified in this Section of this Tariff, to the party or parties who request the relocation. If the placement or relocation is at the request of the tenants/subscribers, such request will be accommodated if the building owner agrees with the arrangement and if appropriate facility arrangements can be made. The appropriate charges will apply, as specified in this Section of this Tariff, to the party or parties who request the relocation.

## E2. GENERAL REGULATIONS

### E2.15 Demarcation Point (Cont'd)

#### E2.15.1 General (Cont'd)

- A. Demarcation Point Location (Cont'd)
  - 3. Other Buildings (Cont'd)
    - c. Single Tenant, Single Floor - Where customer line requirements can be accommodated with an Outdoor Network Interface (ONI), an ONI will be affixed to the exterior of the building. Where customer requirements cannot be accommodated with an ONI, or where the customer requests an interior demarcation point, the demarcation point will be located at the facilities entry point.
    - d. Single Tenant, Multi-floor - One demarcation point will be established on each floor of the building, located at the facilities entry point, unless the subscriber requests a lesser number of demarcation points.
    - e. Multi-tenant Buildings - One demarcation point will be established at the facilities entry point in each tenant's premises, except as specified in paragraph b. preceding. Where one subscriber occupies multiple floors, one demarcation point will be established on each floor at the facilities entry point, unless the subscriber requests a lesser number of demarcation points.
    - f. Campus-type properties - Demarcation points will be established in each building on campus properties, in accordance with the preceding.

#### E2.15.2 Definitions

##### DEMARCATION POINT

The demarcation point is the point at which the regulated Company's facilities end and the customer's premises wiring begins.

##### PREMISES

The premises is the discrete real property owned, leased or controlled by a subscriber for the subscriber's own residential or business use.

##### FACILITIES ENTRY POINT

The facilities entry point is a point within twelve inches, or as close to that point as practicable, to where the Company's cable or wire first enters a customer's premises through a wall, floor, ceiling or conduit.