This tariff replaces, in its entirety, Kentucky Tariff No. 2 currently on file with the Commission.

BELLSOUTH LONG DISTANCE, INC.

INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

This tariff contains the regulations, rates and charges applicable to the provision of interexchange telecommunications services by BellSouth Long Distance, Inc. for the use of Customers transmitting messages within the State of Kentucky, subject to the jurisdiction of the Kentucky Public Service Commission ("Commission").

This tariff is available for public inspection during normal business hours at the main office of BellSouth Long Distance, Inc., located at 400 Perimeter Center Terrace, Suite 400, Atlanta, Georgia 30346.

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SECTION 9 (1)
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BellSouth Long Distance, Inc.
400 Perimeter Center Terrace, Suite 400
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TARIFF FORMAT

(A) **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.

(B) **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.

(C) **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2
2.1
2.1.1
2.1.1(A)
2.1.1(A)(1)
2.1.1(A)(1)(a)
2.1.1(A)(1)(a)(I)
2.1.1(A)(1)(a)(I)(i)
2.1.1(A)(1)(a)(I)(i)(1)

(D) **Check Sheets** - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 27 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
EXECUTIVE DIRECTOR

Director, Business Implementation and Compliance
BellSouth Long Distance, Inc.
400 Perimeter Center Terrace, Suite 400
Atlanta, Georgia 30346

EXPLANATION OF SYMBOLS

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

(D) - To signify a discontinued rate or regulation.

(I) - To signify an increase in rate or charge.

(M) - To signify material relocated from one page to another without change.

(N) - To signify a new rate or regulation.

(R) - To signify a reduced rate or charge.

(T) - To signify a change or regulation but no change in rate or charge.

PUBLIC SERVICE COMMISSION
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PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY _____
EXECUTIVE DIRECTOR

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

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

Access Point - The point of interconnection between facilities provided to the Customer by a LEC, IXC or other third party (e.g., a tail circuit) and the Company's network. The point of interconnection may be the Customer's serving wire center, a distance wire center or central office, or any other location mutually agreed upon by the Customer and the Company. **(N)**

Account Code - A series of digits entered by the Customer to associate a call with a particular department, cost center, or client. A non-verified Account Code shall be accepted if it contains the proper number of digits. A verified Account Code shall only be accepted if it can be matched with a number on the list of valid Account Codes provided by the Customer.

ACF - Access Coordination Fee. **(M)**

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

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

Aggregator - The person, firm, corporation or entity, other than a certified telecommunications company that, in the ordinary course of its operations, provides telecommunications service to end users other than its subscribers. The Aggregator is responsible for compliance with applicable terms of the Company's tariff.

AIN - Advanced Intelligent Network.

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

ASR - Access Service Request.

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

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

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SECTION 9 (1)
BY: EXECUTIVE DIRECTOR

Director, Business Implementation and Compliance
BellSouth Long Distance, Inc.
400 Perimeter Center Terrace, Suite 400
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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

BellSouth - BellSouth Corporation and its affiliates. **(M)**

BellSouth Long Distance - BellSouth Long Distance, Inc. **(M)**

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

Billed to Line - A billing arrangement whereby the charges for a call may be billed to a Company account associated with the Customer's business or residential telephone line. The terms and conditions of the Company apply to payment arrangements. **(M)** | **(M)**

(D)

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

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

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

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

Carrier - BellSouth Long Distance, Inc.

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Certain material found on this page was originally found on Page 12.

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

Casual Calling - Access to the Company's network and the subsequent use of Service by an End User Customer who does not have a current account with the Company.

COC - Central Office Connection.

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

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

Commission - Refers to The Kentucky Public Service Commission. **(T)**

Company - BellSouth Long Distance, Inc., unless otherwise indicated by the context.

Consumer - A natural person or legal entity which initiates any telephone call using operator services.

Conversation Minutes - For billing purposes calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when either party disconnects.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff. In the case of Collect-only calling services, the called party is the Customer and is responsible for payment of charges. The Customer also includes any natural person or legal entity 1) which resells the services of the Company to end users; or 2) places Casual Calls using the Company's service. **(T)**

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SECTION 9 (1)

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

Customer Dialed Calling Card - A live or mechanized operator service whereby the Customer dials all of the digits necessary to route and bill a call to a non-Company issued calling or travel card. **(T)**

Dedicated Access - A method of reaching the Company's Services whereby the Subscriber is connected directly to the Company's access point without utilizing the services of the local switched network.

Dedicated Private Line - See Private Line.

End User - The natural person or legal entity which either; (1) orders service through a certified Reseller Customer, or (2) uses the Company's Casual Calling service directly as a Customer through dialing the Company's designated access code or other access number.

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

Gbps - Gigabits per second.

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

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

ICB - Individual Case Basis.

IXC - Interexchange Carrier.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

Kbps - Kilobits per second.

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

LEC - Local Exchange Carrier.

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

Mbps - Megabits per second. **(M)**

Operator Dialed Surcharge - A charge which applies to operator assisted calls in addition to any other applicable service charge when the caller has the capability of dialing the destination number. **(M)** **(M)**

Operator Station - A Service whereby the originating Customer uses the assistance of a live or mechanized operator to place or bill a call to a particular destination. Calls may be billed Collect, to a non-Company issued calling card, to an authorized commercial credit card, to the originating line, or to a Third Party. This category does not include calls placed on a Person-to-Person basis. **(M)** | | **(M)**

Originating Switched Access - Where the originating portion of the call uses local exchange telephone company provided Feature Group A, B, C or D circuits. **(M)** **(M)**

Certain material found on this page was originally found on Page 17.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

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

Person-to-Person - A Service whereby the person originating the call specifies to the Company operator a particular party or extension to be reached. The party may be an individual person, a particular mobile station, or a particular station, room, department or office through a PBX attendant. Calls may be billed Collect, to a non-Company issued calling card, to an authorized commercial credit card, to the originating line, or to a Third Party. Person-to-Person is also available with the Company's Travel Services.

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

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

Premises - A building or buildings on contiguous property.

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

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

Certain material originally found on this sheet can now be found on Page 16.

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SECTION 9 (1)

Director, Business Implementation and Compliance
BellSouth Long Distance, Inc.
400 Perimeter Center Terrace, Suite 400
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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

Primary Interexchange Carrier - see Primary Carrier definition.

Private Line - A dedicated path between two locations.

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

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

SCP - Service Control Point.

Sent-Paid Coin - A billing arrangement whereby the Customer pays for a call through deposit of coins or other acceptable currency in the Pay Telephone instrument from which the call is placed.

Service - Any or all Service(s) provided by the Company to the Customer(s) pursuant to this tariff.

Service Area - The geographic area in which the Customer may access and use Service.

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

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

Special Access - See Dedicated Access.

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

Subscriber - The person, firm, Customer, corporation or other entity that arranges for the Company to provide, discontinue or rearrange telecommunications Services on behalf of itself or others under the provisions and terms of this tariff.

Switched Access - A method for reaching the Company through the local switched network whereby the Customer uses standard business or residential local lines.

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SECTION 9 (1)
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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

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

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

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

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

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

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

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

VPN - Virtual Private Network. **(N)**

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SECTION 9 (1)
BY: [illegible]

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

Service is offered to Residential and Business Customers of the Company to provide direct dialed and operator assisted calls originating and terminating within the State of Kentucky. Operator services are provided from presubscribed and transient end user locations. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services and complex voice services. The Company also provides dedicated access services, as well as private line services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

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

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

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SECTION 9 (1)
BY: [illegible]

SECTION 2 - REGULATIONS, (CONT'D.)

2.2 Limitations on Service

2.2.1 Service is offered subject to the availability of the necessary facilities, including established billing arrangements, and subject to the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when the Customer or an Authorized User is using Service in violation of the law or in violation of the provisions of this tariff, or for non-payment by the Customer.

2.2.3 Service provided under this tariff is directly controlled by the Company, and the Customer may not transfer or assign the use of Service, except with the prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferees.

2.2.4 The Customer may, where applicable, request the Company to assign one or more sub-accounts for billing purposes and to direct sub-account invoices to affiliates of the Customer or other designated entities for payment purposes. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for Service requested and obtained by the Customer, whether invoiced by the Company to the Customer, its affiliates, or other designated entities.

2.2.5 Service may not be used for any unlawful purpose.

2.2.6 Intrastate voice services are provided only in conjunction with interstate services.

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MAR 10 2004

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SECTION 9 (1)
BY [signature]
EXECUTIVE DIRECTOR

Director, Business Implementation and Compliance
BellSouth Long Distance, Inc.
400 Perimeter Center Terrace, Suite 400
Atlanta, Georgia 30346

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Limitations on Liabilities

2.3.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.14 of this tariff **(T)**

2.3.2 Except for the extension of allowances to the Customer for interruptions in Service as set forth in this tariff, the Company shall not be liable to a Customer or any third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.

2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Limitations on Liabilities, (Cont'd.)

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

(A) any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with Services provided by the Company; or (3) common carriers or warehousemen;

(B) any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; acts of government authority, **(T)** national emergencies, insurrections, riots, wars (declared or undeclared) or other **(T)** civil commotions; acts of terrorism; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

(C) any unlawful or unauthorized use of the Company's Services;

(D) libel, slander, invasion of privacy or infringement of trademarks, patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company provided facilities or Services; or by means of the combination of Company provided facilities or Services with Customer provided services;

(E) breach in the privacy or security of communications transmitted over the Company's Service;

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SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Limitations on Liabilities, (Cont'd.)

2.3.4 (cont'd.)

(F) changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph 2.3.1 of this tariff; **(T)**

(G) any defacement of or damage to the premises of a Customer resulting from the furnishing of service or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of employees of the Company;

(H) injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or by the Customer's construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Limitations on Liabilities, (Cont'd.)

2.3.5 The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death or any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company.

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

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SECTION 9 (1)
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EXECUTIVE DIRECTOR

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Cancellation or Discontinuance of Service by the Company

Without incurring any liability, the Company may, under the following conditions, cancel Service prior to commencement and/or discontinue Service that is being furnished for the following reasons; provided that, unless otherwise stated, the Customer shall be given proper notice of such cancellation or discontinuance of Service:

2.4.1 Without notice, for noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation, provided that notice may be required by order of such regulatory authorities.

2.4.2 For the Customer's or Authorized User's refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company.

2.4.3 For noncompliance with any of the provisions of this tariff governing Service.

2.4.4 For nonpayment of any sum due the Company for more than thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.

2.4.5 Without notice, in the event of the Customer's or Authorized User's use of equipment in such a manner as to adversely affect the Company's equipment or Service to others.

2.4.6 Without notice, in the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for unauthorized use of Service, the Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate unauthorized use and to pay to the Company an amount reasonably estimated by the Company as the loss in revenues to the Company resulting from such unauthorized use plus claims lodged against the Company by third parties.

2.4.7 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Company from furnishing Service to the Customer or its Authorized Users.

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SECTION 9 (1)
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EXECUTIVE DIRECTOR

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Cancellation or Termination of Service by the Customer

2.5.1 Service shall be canceled by the Company promptly upon receipt of a cancellation request from the Customer. Upon cancellation a final bill will be prepared, per the specifications set forth in this tariff. The Customer shall be liable for all recurring charges prior to proper notice if a change in presubscribed carrier is initiated by the Customer.

2.5.2 If the Customer, either on behalf of itself or an Authorized User, orders Service from the Company which requires special construction or facilities for the Customer's or Authorized User's use, and then cancels its order before service begins, a charge shall be made to the Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of the Customer or Authorized User by the Company. **(T)**

2.5.3 If the Customer, either on behalf of itself or an Authorized User or End User, orders a BellSouth® Dedicated Access service channel or BellSouth® Long Distance Private Line service from the Company and later cancels the order before service begins, a charge shall be made to the Customer as indicated in Section 11 of this tariff.

2.6 Restoration of Service

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

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SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Payment and Billing

2.7.1 Service is provided and billed by the Company. Usage sensitive charges are billed in arrears. Fixed monthly recurring charges are billed in arrears for services offered in Section 4 of this tariff. Fixed monthly recurring charges are billed one month in advance for services offered in Sections 7, 8, 9 and 10 of this tariff. The Customer shall pay monthly in advance or on demand all monthly recurring charges for Service and shall pay on demand all charges for usage at any agency duly authorized to receive such payments.

2.7.2 Bills are due and payable upon receipt. Interest at the lesser of a rate of one and one-half percent (1.50%) per month, or the maximum rate allowed by law, shall be charged. The 1.50% charge is applied to all new charges on a customer's previous month's bill which were not paid prior to the next billing date. Additional penalty charges shall not be assessed on unpaid penalty charges.

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

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

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

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SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Payment and Billing, (Cont'd.)

2.7.6 The Company may demand an additional deposit under the following circumstances:

(A) where actual usage is two times greater than the Customer's average usage as reflected on the monthly bills for the three months prior to the current bill or, in the case of a new Customer who has been receiving Service for less than four months, where the actual usage is twice the estimated monthly usage charge. In these instances, the new deposit shall be twice the actual current monthly usage.

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

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

2.7.9 If notice from the Customer of a dispute as to charges is not received in writing by the Company within thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service, the billing will be considered correct and binding. Contested charges will be handled in accordance with 807 KAR 5:006, Section 9.

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2.7 Payment and Billing, (Cont'd.)

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

(A) any delegation of authority resulting in the use of the Customer's or its Authorized User's or End User's communications equipment and/or network services which result in the placement of calls via the Company;

(B) any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;

(C) any calls placed by or through the Customer's or its Authorized User's or End User's equipment via any remote access feature(s);

(D) any and all calls placed to an "800", "877", "888" or other toll-free service number provided to the Customer by the Company.

(E) any calls placed by the Customer or Authorized User using a Company-issued travel or calling card as a form of payment. The Customer is also responsible for payment as a result of the Customer's or its Authorized User's intentional or negligent disclosure of access numbers or Authorization Codes provided to the Customer for use with Travel Service, Preferred Travel Service, or any calling card service. **(T)**

2.7.11 Non-recurring charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and/or actual usage as defined in this tariff.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.8 Deposits

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

2.8.2 A deposit is not to exceed two (2) month's Service and the estimated usage charges for two (2) month's service plus installation. A deposit will be returned as follows:

(A) when an application for service has been canceled prior to the establishment of Service. The deposit will be applied to any charges applicable in accordance with this tariff and the excess portion of the deposit, if any, will be returned;

(B) upon termination of Service, the deposit and accrued interest, as described herein, will be applied to any charges applicable in accordance with this tariff and the excess portion of the deposit, if any, will be returned promptly.

2.8.3 Interest will be paid on all sums held on deposit at the rate of six percent annually. The interest will be applied as a credit to the Customer's bill or will be paid to the Customer on an annual basis. If the deposit is refunded or credited to the Customer's bill prior to the deposit anniversary date, interest will be paid or credited to the Customer's bill or paid to the Customer annually, interest will be computed by a method which will result in an amount no less than that obtained by using a middle course method between simple and compound interest in compliance with Commission Order dated October 11, 1989 in Case No. 89-057. Interest on deposits computed in this manner will accrue until credited to the customer's bill or paid to the Customer.

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2.8 Deposits, (Cont'd.)

2.8.4 The fact that a deposit has been made in no way relieves the applicant or Customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of Service for nonpayment of any sums due for Service rendered.

2.9 Advance Payments

In order to protect the Company against revenue loss, an applicant for Service may be required to pay in advance of installation an amount not to exceed applicable service charges or other nonrecurring charges, plus estimated charges for two month's Service. Where special construction charges are applicable the payment thereof may be required in advance of start of construction. The amount of advance payment will be credited to the Customer's account on the first bill rendered for Service, and a new advance payment may be collected each month to be applied to each subsequent bill for Service.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.10 Taxes

2.10.1 Any assessments, franchise fees, privilege, license, occupation, excise, or other similar taxes or fees, whether in lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by the Company from each such Customer, an amount sufficient to recover any such tax or fee.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.11 Terminal Equipment

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

2.12 Interconnection

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

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SECTION 2 - REGULATIONS, (CONT'D.)

2.13 Inspection, Testing and Adjustment

2.13.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether tariff requirements are being complied with in the installation, operation, and maintenance of the Customer's, Authorized User's, or the Company's equipment. The Company may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.

2.13.2 Upon reasonable notice, access to the facilities provided by the Company shall be made available to the Company by the Customer or its Authorized Users for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to the Company.

2.13.3 The Company shall not be liable to the Customer or its Authorized Users for any damages for Service interruption pursuant to this section. Neither the Customer nor its Authorized Users shall be entitled to any credit for interruption of Service pursuant to this section when the interruption of Service is less than two (2) hours. **(T)** **(T)**

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SECTION 2 - REGULATIONS, (CONT'D.)

2.14 Interruption of Service

2.14.1 The Customer shall be given a credit allowance for any interruption of Service which is not due to (a) the Company's inspection, testing or adjustment, if for a period of two (2) hours or less; (b) mistakes or errors of the Customer or its Authorized Users; or (c) the failure of facilities or equipment provided by the Customer or its Authorized Users.

2.14.2 Credit allowances shall be subject to the general liability provisions set forth in Section 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption of Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by action or omission of the Customer or its Authorized Users, or is not in facilities or equipment, if any, furnished by the Customer or Authorized User and connected to the Company's Services.

2.14.3 For the purposes of credit computation, every month shall be considered to have seven hundred twenty (720) hours. No credit shall be allowed for any interruption of Service of a continuous duration of less than two (2) hours.

2.14.4 The Customer shall be credited for an interruption of Service of two (2) hours or more at the rate of 1/720th of the monthly non-usage sensitive charges for the Service affected for each hour or major fraction thereof that the interruption continues. The formula for calculating credit shall be as follows:

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

"A" = Outage time in hours

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

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SECTION 2 - REGULATIONS, (CONT'D.)

2.15 Toll-Free Numbers

The following additional regulations apply to Toll Free (Inbound) long distance services when offered by the Company:

2.15.1 The Company will make every effort to reserve toll-free vanity numbers (e.g., 800, 877, 888) on behalf of Customers, but makes no guarantee or warranty that the requested toll-free number(s) will be available or assigned to the Customer requesting the number.

2.16 Adjustment to Rates and Charges

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

2.16.1 Pay Telephone Surcharge

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

(A) Calls placed to a toll-free number provided by the Company with its inbound long distance service. Surcharges will be billed to the inbound long distance Customer rather than the party originating the call;

(B) Calls placed using the Company's Travel Service or Preferred Travel Service. Surcharges will be billed to the billed party based on the billing method chosen by the party placing the call.

(C) Calls placed using the Company's complex voice BellSouth® Long Distance Calling Card. Surcharges will be charged to the Customer's calling card.

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

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SECTION 2 - REGULATIONS, (CONT'D.)

2.16 Adjustment to Rates and Charges, (Cont'd.)

2.16.2 Primary Interexchange Carrier (PIC) Change Charge

The Company may, at its option, elect to incur the PIC change charge on the Customer's behalf for new Customers who presubscribe their intrastate service, for all products in Sections 4 and 7 of this tariff, to the Company through Company-designated sales channels for Company-designated marketing campaigns and where the appropriate arrangements are in place between the Company and the eligible Customer's local exchange carrier. In the event that no such arrangements are in place, the Company may, at its option, reimburse the Customer or issue the appropriate credits on the Customer's invoice upon Customer's proof of payment of such PIC change charges. **(T)**

2.17 Billing Format

The Company will issue bills to its Customers on a thirty day cycle. Each bill will include the following information: customer account number, customer service telephone number, phone number dialed, time call placed, date call placed, city and state call placed to, type of call, call duration, charge for the call, current charges, fixed charges, payments made to the account and the total amount due.

2.18 Trade Names, Trademarks, Service Marks and Registered Marks

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

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE

3.1 Service Descriptions

3.1.1 The Company provides telecommunications Services between locations within the State of Kentucky as specified in Section 2.1 of this tariff. The Company's Service charges may be based upon call duration, time of day rate period, mileage, call type, and/or calling plan selected.

3.1.2 Presubscribed Service is offered from locations served with equal access end offices.

3.1.3 The Company's Service is available twenty-four hours per day, seven days a week.

3.1.4 Customers can expect a call completion rate of not less than 90% during peak use periods for Feature Group D 1+ dialing. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

3.1.5 Intrastate voice service is offered only as an add-on to interstate service. **(N)**

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Timing of Calls

3.2.1 Initial Period

The initial period is the length of a call for minimum billing purposes. The initial periods vary by rate schedule and are specified in each individual rate table contained in Sections 4 and 7 of this tariff.

3.2.2 Additional Period

The additional period is the rate element used to bill chargeable time when a call continues beyond the initial period. The additional period starts when the initial period ends. Additional period rates apply to any fraction of the time period for chargeable time beyond the initial period. Additional periods vary by rate schedule and are specified in each individual rate table contained in Sections 4 and 7 of this tariff.

3.2.3 Chargeable time for all calls begins when the called station is answered.

3.2.4 Chargeable time for all calls ends when one of the parties disconnects from the call.

3.2.5 Time of day designations are used in this tariff to indicate rate period boundaries. Rate periods begin at the first time of day designation and continue up to but not including the second time of day designation.

3.2.6 Calls will be billed at the rate in effect during the call, with two rates applied if the call spans over more than one billing rate period.

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Rate Periods

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

Times	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	Sun.
8:00 AM to 5:00 PM*	Daytime Period						
5:00 PM to 11:00 PM*	Evening Period						
11:00 PM to 8:00 AM*	Night/Weekend Period						

* - to but not including

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

Times	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	Sun.
7:00 AM to 7:00 PM*	Peak Period						
7:00 PM to 7:00 AM*	Off-Peak Period						

* - to but not including

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Rate Periods, (Cont'd.)

3.3.4 The night/weekend or non-peak rates apply to the holidays listed below unless a lower rate normally applies:

New Year's Day	January 1
Martin Luther King Day	Nationally Recognized Day
Presidents' Day	Nationally Recognized Day
Memorial Day	Nationally Recognized Day
Independence Day	July 4
Labor Day	Nationally Recognized Day
Columbus Day	October 12
Veteran's Day	November 11
Thanksgiving Day	Nationally Recognized Day
Christmas Day	December 25

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Calculation of Distance

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

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

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

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

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

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Calculation of Distance, (Cont'd.)

3.4.1 Calculation Method for Private Line Services

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

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

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

Step 3 Square the differences obtained in Step 2.

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

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

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

Formula:

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

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Calculation of Distance, (Cont'd.)

3.4.2 Calculation Method for Switched Services

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

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

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

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

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

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

N	Multiplier	Minimum Rate Mileage
1	0.9	--------
2	8.1	41
3	72.9	121
4	656.1	361
5	5,904.9	1,081
6	5,3144.1	3,241

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Calculation of Distance, (Cont'd.)

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

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

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

		V	H	
(1)	Atlanta	7260	2083	
	Phoenix City	7559	2047	
(2)	Difference between Vs & Hs	299	36	
(3)	Dividing each difference by three & rounding to nearer integer equals 100 and 12.			
(4)	Squaring integers & adding	100 x 100 =	10000	**(T)**
		12 x 12 =	264	
	Sum of squared integers		10264	
(5)	Sum of integers is greater than 1777, so divide integers in (3) by three & repeat (4).			
(6)	Dividing integers in(3) by three & rounding equals 33 and 4.			
(7)	Squaring integers and adding,	33 x 33 =	1089	
		4 x 4 =	16	
	Sum of squared integers		1105	
(8)	The sum of the squared integers is less than 1778 and was obtained after two successive divisions by three, therefore, N = 2.			

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Calculation of Distance, (Cont'd,)

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

Example, (continued)

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

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

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

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.5 One Plus Services

One Plus Services are available for business and residential customers who: 1) subscribe their local access lines to the Company's network, 2) dial the Company's access code (where available) to gain access to the network, or 3) purchase dedicated access facilities to connect their premises to the Company's network.

One Plus Services are listed individually in Sections 4 and 7 following. The minimum and additional billing increments, as well as any applicable recurring and nonrecurring charges or other terms and conditions, are provided for each specific service in the respective tariff section.

3.6 Travel Service

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

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

(A) **Station-to-Station Fully Automated -** Customer dials a toll-free access number or code plus the destination number. The caller enters the necessary travel/calling card digits or other billing information (e.g., name of called party for Collect Calls) when prompted by the Company's automated operator system. **(T)**

(B) **Station-to-Station Operator Assisted -** Customer dials a toll-free access number or code plus the destination number and utilizes the assistance of a live operator to bill the call (e.g., operator enters travel/calling card digits or other billing information). **(T)**

(C) **Station-to-Station Operator Dialed -** Customer dials a toll-free access number or code only and utilizes the assistance of a live operator to enter the destination number and bill the call (e.g., operator enters travel/calling card digits or other billing information). **(T)**

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.6 Travel Service, (Cont'd.)

(D) **Person-to-Person Operator Assisted -** Customer dials a toll-free access number or code plus the destination number and utilizes the assistance of a live operator to bill the call (e.g., operator enters travel/calling card digits or other billing information.) Call charges do not apply unless the caller reaches the requested individual, particular mobile station, particular station, room, department or office through a PBX attendant, or an agreed upon alternative. **(T)**

(E) **Person-to-Person Operator Dialed -** Customer dials a toll-free access number or code only and utilizes the assistance of a live operator to enter the destination number and bill the call (e.g., operator enters travel/calling card digits or other billing information.) Call charges do not apply unless the caller reaches the requested individual, particular mobile station, particular station, room, department or office through a PBX attendant, or an agreed upon alternative. **(T)**

Charges vary based on billing method and type of call. Customer's may bill charges for a call to a Company Travel Service account, LEC Calling Card, Collect to the called party, or to a Third Party. The Company reserves the right to verify validity of account numbers, cards, or billing telephone numbers and acceptance of charges prior to completion of any call. **(T)**

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.7 Preferred Travel Service

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

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

(A) **Station to Station Fully Automated -** Customer dials a toll-free access number or code plus the destination number. The caller enters the necessary travel/calling/credit card digits or other billing information (e.g., name of called party for Collect Calls) when prompted by the Company's automated operator system.

(B) **Station to Station Operator Assisted -** Customer dials a toll-free access number or code plus the destination number and utilizes the assistance of a live operator to bill the call (e.g., operator enters travel/calling/credit card digits or other billing information).

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

(D) **Person to Person Operator Assisted -** Customer dials a toll-free access number or code plus the destination number and utilizes the assistance of a live operator to bill the call (e.g., operator enters travel/calling/credit card digits or other billing information.) Call charges do not apply unless the caller reaches the requested individual, particular mobile station, particular station, room, department or office through a PBX attendant, or an agreed upon alternative.

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.7 Preferred Travel Service, (Cont'd.)

(E) Person to Person Operator Dialed - Customer dials a toll-free access number or code only and utilizes the assistance of a live operator to enter the destination number and bill the call (e.g., operator enters travel/calling/credit card digits or other billing information.) Call charges do not apply unless the caller reaches the requested individual, particular mobile station, particular station, room, department or office through a PBX attendant, or an agreed upon alternative.

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

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.8 Operator Services

Operator Services are available on a presubscribed basis to Residential and Business Customers. Service may also be provided to transient end users from Pay Telephones, Hotels, Motels or other Aggregator location. Operator Services allow the Consumer to place a call and arrange for billing to the Customer's presubscribed access line or to an alternate billing arrangement including a calling card, commercial credit card, collect to the called party or to a third party. Calls are rounded up to the next whole minute for billing purposes.

3.8.1 The following billing arrangements are available to Consumers through the Company's Operator Services:

(A) **Customer Dialed Calling Card (Fully Automated 0++)** - This is a Service whereby the Consumer places a call by dialing 0 + area code + station number, followed by the calling card digits necessary to bill the call without any operator assistance. Such calls may be billed to a telephone company-issued calling card.

(B) **Operator Station (Operator Assisted 0+-)** - This is a Service whereby the Consumer places a non-person-to-person call by dialing 0 + area code + station number and chooses to wait for the assistance of an operator (live or automated). When placing an operator station call, the caller is connected to a non-specified individual at the terminating end. Such calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

(C) **Person-to-Person** - This is a Service whereby the Consumer originating the call specifies to an operator a particular person to be reached, or a particular person, station, room number, department, or office to be reached through a PBX attendant. Person-to-person calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

(D) **Operator Dialed (0--)** - This is a Service whereby the Consumer dials 00- from an Access Line presubscribed to the Company, or is transferred to a Company operator from the local exchange carrier after dialing 0-, and then asks the operator to dial the destination number. Such calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.9 Directory Assistance

3.9.1 Directory Assistance Service

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

3.9.2 Call Completion Service[1]

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

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

[1] Available where facilities permit. May not be available to all Customers. **(T)**

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.10 Inbound Long Distance Service

The Company's inbound long distance services are toll-free number (e.g., 8xx) services. Calls may originate from any valid exchange within the state and terminate to the Customer's location at no charge to the calling party. With inbound long distance services, the Customer is billed for the call rather than the calling party. Inbound long distance services may terminate to Customer local exchange access lines using either Switched or Dedicated Access termination. **(T)** **(T)**

A detailed description of inbound long distance service provided in conjunction with Complex Voice Services may be found in Section 7 of this tariff.

3.11 Private Line Service

The Company offers Private Line service as described in Section 8 of this tariff.

3.12 Dedicated Access Service

The Company offers Dedicated Access service as described in Section 9 of this tariff.

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.13 Associated Services (N)

For the purposes of this tariff, Associated Services will consist of the following features and services provided by the Company's affiliated incumbent local exchange entity:

Anonymous Call Rejection
BellSouth® Privacy Director® service
BellSouth® RingMaster® service
BellSouth® Voice Mail
BellSouth® Voice Mail Premium
Call Block
Call Forwarding Variable
Call Return
Call Selector
Call Tracing
Call Waiting
Call Waiting Deluxe
Caller ID – Deluxe
Preferred Call Forwarding
Remote Access to Call Forwarding Variable
Repeat Dialing
Speed Calling (N)

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES

4.1 General

The services in this Section of the tariff are intended for Residential and Business Customers. Alternatively, Business customers may subscribe to Complex Voice services found in Section 7 of this tariff, in lieu of services found in this Section 4.

Customers are billed based on their usage of the Company's services. Rates may vary by service type, time of day, day of week, distance, and calling volume as indicated in the individual plan description. Fixed recurring charges, not dependent upon usage, are billed in advance. Usage-based charges are billed after each usage cycle.

Customers will be charged for each individual call placed through the Company based upon the specific rate plan in this section subscribed to by the Customer. Call duration is determined as described in Section 3 of this tariff. For distance or time of day sensitive offerings, charges are determined based on mileage calculations and applicable rate periods found in Section 3 unless otherwise specified in this tariff.

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

Optional features and services are available to Business and Residential Customers subscribing to direct dialed outbound calling plans found in this Section 4 of this tariff. The terms, conditions and charges for these optional features and services are identified in the Company's Business Services Pricing and Service Guide, Sections 3.1.4 and 4.31, and Residential Services Pricing and Service Guide, Sections 3.1.4 and Section 4.50. **(T)** **(T)** **(T)** **(T)**

BellSouth® Toll Free service is available to Customers served from locations within the state.

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

The services found in this Section 4 cannot be combined with any services or plans found in Sections 7, 8, 9 and/or 10 for the same Customer on the same billing account.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings

4.2.1 Residential Message Telecommunications Service

Residential Message Telecommunications Service (MTS) is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. Customers who do not designate and qualify for a specific optional calling plan are automatically placed on Residential MTS.

All calls are billed in one (1) minute increments after an initial period, for billing purpose, of one (1) minute. No monthly recurring charge applies for this service.

(A)	Initial Billing Increment:	One Minute	
(B)	Each Additional Billing Increment:	One Minute	
(C)	Recurring Charges:	$0.00	
(D)	Non-Recurring Charges:	$0.00	
(E)	Minimum Monthly Commitment:	None	
(F)	Term Plan Available:	No	
(G)	Standard Per Minute Usage Charges	$0.1800	**(I)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.2 [Reserved for Future Use] **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.2 [Reserved for Future Use], (cont'd.) **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.2 [Reserved for Future Use], (cont'd.) **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.3 [Reserved for Future Use] **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.3 [Reserved for Future Use], (cont'd.) **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.3 [Reserved for Future Use], (cont'd.) **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.4 BellSouth® Basic Unlimited II Savings Plan

The BellSouth® Basic Unlimited II Savings plan is a direct dialed outbound long distance service offered to single line or multi-line residential Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Basic Unlimited II Savings plan provides the Customer with unlimited minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply). This plan does not provide call detail information on the Customer's monthly bill.

This service is only offered in conjunction with the corresponding interstate BellSouth® Basic Unlimited II Savings plan. An additional monthly service charge will apply for the corresponding interstate service. This service is not offered on an intraLATA or intrastate only basis.

(A) Monthly Service Charge

Monthly Charge	$10.99

(B) Customer Eligibility Criteria

In order to be eligible for this plan, the Company must be able to verify that the Customer meets the following eligibility requirements. Customers who no longer meet these eligibility requirements will not be eligible for this plan and may be offered an alternative plan or have their service suspended, restricted or canceled without prior notice. Customers are eligible for this service if they meet the following requirements: **(T)** | **(T)**

(1) This plan is available to Customers with one to three lines at a location.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.4 BellSouth® Basic Unlimited II Savings Plan, (cont'd.)

(B) Customer Eligibility Criteria (cont'd.)

(2) Single line Customers must subscribe to BellSouth Long Distance and must also subscribe to one of the Company's affiliated incumbent local exchange entity's residential services (except for BellSouth® Complete Choice® plan or BellSouth® PreferredPack® plan) with no Associated Services as defined in Section 3.13 of this tariff, and must previously have had local exchange service from a local exchange provider other than the Company's affiliated incumbent local exchange entity at the Customer's present address prior to subscribing to this plan. Multi-line Customers must subscribe to BellSouth Long Distance and to one of the Company's affiliated incumbent local exchange entity's residential services (except for BellSouth® Complete Choice® plan or BellSouth® PreferredPack® plan) on each line under this plan with no Associated Services, and must previously have had local exchange service from a local exchange provider other than the Company's affiliated incumbent local exchange entity at the Customer's present address prior to subscribing to this plan. **(T)** | | **(T)** **(T)** | | **(T)**

(3) Customers must presubscribe to BellSouth Long Distance for both intraLATA and interLATA long distance service on all lines subscribed to under this plan.

(4) Customer lines associated with educational institutions, (colleges, universities, etc.) are not eligible for this plan.

(5) This plan cannot be used for any use inconsistent with residential service.

(6) This plan is not available for resale.

(7) This plan is not available on an account that is the recipient of charges billed from another location.

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Some material previously found on this sheet can now be found on Page 66.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.4 BellSouth® Basic Unlimited II Savings Plan, (cont'd.)

(B) Customer Eligibility Criteria, (cont'd.)

(8) Unlimited plan usage does not include multi-party conference calls (except those calls placed by using the Three-Way Calling feature are included), calls to 900, 976, 700 numbers and other calls to access information services, directory assistance, calling card, operator services, international calling and toll free calling services.

(9) If usage under this plan is not consistent with typical residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel the Customer's service without prior notice. Excluding any limitation based on number of minutes of usage, calls that are not consistent with typical residential voice usage include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing. **(T)** **(T)**

(10) Employee discounts, as defined in Section 4 of this tariff, do not apply for this plan.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.5 BellSouth® Basic Unlimited II Savings Value Plan

The BellSouth® Basic Unlimited II Savings Value plan is a direct dialed outbound long distance service offered to single line or multi-line residential Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Basic Unlimited II Savings Value plan provides the Customer with unlimited minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply). This plan does not provide call detail information on the Customer's monthly bill.

This service is only offered in conjunction with the corresponding interstate BellSouth® Basic Unlimited II Savings Value plan. An additional monthly service charge will apply for the corresponding interstate service. This service is not offered on an intraLATA or intrastate only basis.

(A) Monthly Service Charge

Monthly Charge	$10.99

(B) Customer Eligibility Criteria

In order to be eligible for this plan, the Company must be able to verify that the Customer meets the following eligibility requirements. Customers who no longer meet these eligibility requirements will not be eligible for this plan and may be offered an alternative plan or have their service suspended, restricted or canceled without prior notice. Customers are eligible for this service if they meet the following requirements: **(T)** | **(T)**

(1) This plan is available to Customers with one to three lines at a location.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.5 BellSouth® Basic Unlimited II Savings Value Plan, (cont'd.)

(B) Customer Eligibility Criteria, (cont'd.)

(2) Single line Customers must subscribe to BellSouth Long Distance and must also subscribe to one of the Company's affiliated incumbent local exchange entity's residential services (except for BellSouth® Complete Choice® plan or BellSouth® PreferredPack® plan) and must also subscribe to at least one Associated Service listed in Section 3.13 of this tariff, and must previously have had local exchange service from a local exchange provider other than the Company's affiliated incumbent local exchange entity at the Customer's present address prior to subscribing to this plan. Multi-line Customers must subscribe to BellSouth Long Distance and to one of the Company's affiliated incumbent local exchange entity's residential services (except for BellSouth® Complete Choice® plan or BellSouth® PreferredPack® plan) on each line under this plan and must also subscribe to at least one Associated Service listed in Section 3.13 of this tariff on the primary line, and must previously have had local exchange service from a local exchange provider other than the Company's affiliated incumbent local exchange entity at the Customer's present address prior to subscribing to this plan. **(T)** | | **(T)** **(T)** | | **(T)**

(3) Customers must presubscribe to BellSouth Long Distance for both intraLATA and interLATA long distance service on all lines subscribed to under this plan.

(4) Customer lines associated with educational institutions, (colleges, universities, etc.) are not eligible for this plan.

(5) This plan cannot be used for any use inconsistent with residential service.

(6) This plan is not available for resale.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.5 BellSouth® Basic Unlimited II Savings Value Plan, (cont'd.)

(B) Customer Eligibility Criteria, (cont'd.)

(7) This plan is not available on an account that is the recipient of charges billed from another location.

(8) Unlimited plan usage does not include multi-party conference calls (except those calls placed by using the Three-Way Calling feature are included), calls to 900, 976, 700 numbers and other calls to access information services, directory assistance, calling card, operator services, international calling and toll free calling services.

(9) If usage under this plan is not consistent with typical residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel the Customer's service without prior notice. Excluding any limitation based on number of minutes of usage, calls that are not consistent with typical residential voice usage include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing. **(T)** **(T)**

(10) Employee discounts, as defined in Section 4 of this tariff, do not apply for this plan.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.6 BellSouth® PreferredPack® Unlimited Plan **(T,N)**

(N)

The BellSouth® PreferredPack® Unlimited plan is a direct dialed outbound long distance service offered to single line or multi-line residential Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® PreferredPack® Unlimited plan provides the Customer with unlimited minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply). This plan does not provide call detail information on the Customer's monthly bill.

This service is only offered in conjunction with the corresponding interstate BellSouth® PreferredPack® Unlimited plan. An additional monthly service charge will apply for the corresponding interstate service. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Monthly Charge	$13.99

(B) Customer Eligibility Criteria

In order to be eligible for this plan, the Company must be able to verify that the Customer meets the following terms and conditions. Customers who no longer meet these terms and conditions will not be eligible for this plan and may be offered an alternative plan or have their service suspended, restricted or canceled without prior notice. This plan is offered under the following terms and conditions:

(1) This plan is available to Customers with one to three lines at a location.

(2) Customers must subscribe to BellSouth Long Distance and must also subscribe to the Company's affiliated incumbent local exchange entity's BellSouth® PreferredPack® plan on the primary line. **(N)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.6 BellSouth® PreferredPack® Unlimited Plan, (cont'd.)

(B) Customer Eligibility Criteria (continued)

(3) Customers must presubscribe to BellSouth Long Distance for both intraLATA and interLATA long distance service on all lines subscribed to under this plan.

(4) This plan cannot be used for any use inconsistent with residential service.

(5) Customer lines associated with educational institutions, (colleges, universities, etc.) are not eligible for this plan.

(6) Employee discounts, as defined in Section 4 of this tariff, do not apply for this plan.

(7) Unlimited plan usage does not include multi-party conference calls (except those calls placed by using the Three-Way Calling feature are included), calls to 900, 976, 700 numbers and other calls to access information services, directory assistance, calling card, operator services, international calling and toll free calling services.

(8) This plan is not available on an account that is the recipient of charges billed from another location.

(9) This plan is not available for resale.

(10) If usage under this plan is not consistent with typical residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel the Customer's service without prior notice. Excluding any limitation based on number of **(T)**
minutes of usage, calls that are not consistent with typical residential voice **(T)**
usage include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.7 BellSouth® PreferredPack® Unlimited Savings Value Plan

The BellSouth® PreferredPack® Unlimited Savings Value plan is a direct dialed outbound long distance service offered to single line or multi-line residential Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® PreferredPack® Unlimited Savings Value plan provides the Customer with unlimited minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply). This plan does not provide call detail information on the Customer's monthly bill.

This service is only offered in conjunction with the corresponding interstate BellSouth® PreferredPack® Unlimited Savings Value plan. An additional monthly service charge will apply for the corresponding interstate service. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Monthly Charge	$10.99	**(R)**

(B) Customer Eligibility Criteria

In order to be eligible for this plan, the Company must be able to verify that the Customer meets the following terms and conditions. Customers who no longer meet these terms and conditions will not be eligible for this plan and may be offered an alternative plan or have their service suspended, restricted or canceled without prior notice. This plan is offered under the following terms and conditions:

(1) This plan is available to Customers with one to three lines at a location.

(2) Customers must: 1) subscribe to BellSouth Long Distance; 2) subscribe to the Company's affiliated incumbent local exchange entity's BellSouth® PreferredPack® plan on the primary line; and 3) must also previously have had local exchange service from another local exchange provider other than the Company's affiliated incumbent local exchange entity at the Customer's present address.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.7 BellSouth® PreferredPack® Unlimited Savings Value Plan, (cont'd.)

(B) Customer Eligibility Criteria (continued)

(3) Customers must presubscribe to BellSouth Long Distance for both intraLATA and interLATA long distance service on all lines subscribed to under this plan.

(4) This plan cannot be used for any use inconsistent with residential service.

(5) Customer lines associated with educational institutions, (colleges, universities, etc.) are not eligible for this plan.

(6) Employee discounts, as defined in Section 4 of this tariff, do not apply for this plan.

(7) Unlimited plan usage does not include multi-party conference calls (except those calls placed by using the Three-Way Calling feature are included), calls to 900, 976, 700 numbers and other calls to access information services, directory assistance, calling card, operator services, international calling and toll free calling services.

(8) This plan is not available on an account that is the recipient of charges billed from another location.

(9) This plan is not available for resale.

(10) If usage under this plan is not consistent with typical residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel the Customer's service without prior notice. Excluding any limitation based on number of **(T)**
minutes of usage, calls that are not consistent with typical residential voice **(T)**
usage include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.8 BellSouth® Advantage Unlimited Plan **(N)**

The BellSouth® Advantage Unlimited plan is a direct dialed outbound long distance service offered to single line or multi-line residential Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Advantage Unlimited plan provides the Customer with unlimited minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply). This plan does not provide call detail information on the Customer's monthly bill.

This service is only offered in conjunction with the corresponding interstate BellSouth® Advantage Unlimited plan. An additional monthly service charge will apply for the corresponding interstate service. This service is not offered on an intraLATA or intrastate only basis.

(A) Monthly Service Charge

Monthly Charge	$13.99

(B) Customer Eligibility Criteria

In order to be eligible for this plan, the Company must be able to verify that the Customer meets the following eligibility requirements. Customers who no longer meet these eligibility requirements will not be eligible for this plan and may be offered an alternative plan or have their service suspended, restricted or canceled without prior notice. Customers are eligible for this service if they meet the following requirements:

(1) This plan is available to Customers with one to three lines at a location. **(N)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.8 BellSouth® Advantage Unlimited Plan, (cont'd.) **(N)**

(B) Customer Eligibility Criteria (continued)

(2) Single line Customers must subscribe to BellSouth Long Distance and must also subscribe to one of the Company's affiliated incumbent local exchange entity's residential services (except for BellSouth® Complete Choice® plan or BellSouth® PreferredPack® plan) with no Associated Services as defined in Section 3.13 of this tariff. Multi-line Customers must subscribe to BellSouth Long Distance and to one of the Company's affiliated incumbent local exchange entity's residential services (except for BellSouth® Complete Choice® plan or BellSouth® PreferredPack® plan) on each line under this plan with no Associated Services. The Customer must receive billing for each of these services from the Company's affiliated incumbent local exchange entity.

(3) Customers must presubscribe to BellSouth Long Distance for both intraLATA and interLATA long distance service on all lines subscribed to under this plan.

(4) Customer lines associated with educational institutions, (colleges, universities, etc.) are not eligible for this plan.

(5) Employee discounts, as defined in Section 4 of this tariff, do not apply for this plan.

(6) This plan cannot be used for any use inconsistent with residential voice service.

(7) This plan is not available for resale.

(8) This plan is not available on an account that is the recipient of charges billed from another location. **(N)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.8 BellSouth® Advantage Unlimited Plan, (cont'd.)

(B) Customer Eligibility Criteria (continued)

(9) Unlimited plan usage does not include multi-party conference calls (except those calls placed by using the Three-Way Calling feature are included), calls to 900, 976, 700 numbers and other calls to access information services, directory assistance, calling card, operator services, international calling and toll free calling services.

(10) If usage under this plan is not consistent with typical residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel the Customer's service without prior notice. Excluding any limitation based on number of minutes of usage, calls that are not consistent with typical residential voice usage include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing. **(T)** **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.9 BellSouth® Advantage Unlimited Value Plan **(N)**

The BellSouth® Advantage Unlimited Value plan is a direct dialed outbound long distance service offered to single line or multi-line residential Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Advantage Unlimited Value plan provides the Customer with unlimited minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply). This plan does not provide call detail information on the Customer's monthly bill.

This service is only offered in conjunction with the corresponding interstate BellSouth® Advantage Unlimited Value plan. An additional monthly service charge will apply for the corresponding interstate service. This service is not offered on an intraLATA or intrastate only basis.

(A) Monthly Service Charge

Monthly Charge	$13.99

(B) Customer Eligibility Criteria

In order to be eligible for this plan, the Company must be able to verify that the Customer meets the following eligibility requirements. Customers who no longer meet these eligibility requirements will not be eligible for this plan and may be offered an alternative service or have their service suspended, restricted or canceled without prior notice. Customers are eligible for this service if they meet the following requirements:

(1) This plan is available to Customers with one to three lines at a location. **(N)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.9 BellSouth® Advantage Unlimited Value Plan, (cont'd.) **(N)**

(B) Customer Eligibility Criteria (continued)

(2) Single line Customers must subscribe to BellSouth Long Distance and must also subscribe to one of the Company's affiliated incumbent local exchange entity's residential services (except for BellSouth® Complete Choice® plan or BellSouth® PreferredPack® plan) and must also subscribe to at least one Associated Service listed in Section 3.13 of this tariff. Multi-line Customers must subscribe to BellSouth Long Distance and to one of the Company's affiliated incumbent local exchange entity's residential services (except for BellSouth® Complete Choice® plan or BellSouth® PreferredPack® plan) on each line under this plan and must also subscribe to at least one Associated Service listed in Section 3.13 of this tariff on the primary line. The Customer must receive billing for each of these services from the Company's affiliated incumbent local exchange entity.

(3) Customers must presubscribe to BellSouth Long Distance for both intraLATA and interLATA long distance service on all lines subscribed to under this plan.

(4) Customer lines associated with educational institutions, (colleges, universities, etc.) are not eligible for this plan.

(5) Employee discounts, as defined in Section 4 of this tariff, do not apply for this plan.

(6) This plan cannot be used for any use inconsistent with residential voice service.

(7) This plan is not available for resale.

(8) This plan is not available on an account that is the recipient of charges billed from another location. **(N)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.9 BellSouth® Advantage Unlimited Value Plan, (cont'd.)

(B) Customer Eligibility Criteria (continued)

(9) Unlimited plan usage does not include multi-party conference calls (except those calls placed by using the Three-Way Calling feature are included), calls to 900, 976, 700 numbers and other calls to access information services, directory assistance, calling card, operator services, international calling and toll free calling services.

(10) If usage under this plan is not consistent with typical residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel the Customer's service without prior notice. Excluding any limitation based on number of minutes of usage, calls that are not consistent with typical residential voice usage include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing. **(T)** **(T)**

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4.2 Residential Service Offerings, (Cont'd.)

4.2.10 BellSouth® Complete Choice® Unlimited Plan **(N)**

The BellSouth® Complete Choice® Unlimited plan is a direct dialed outbound domestic long distance service that is offered to single or multi-line residential Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Complete Choice® Unlimited plan provides the Customer with unlimited minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply). This plan does not provide call detail information on the Customer's monthly bill.

This service is only offered in conjunction with the corresponding interstate BellSouth® Complete Choice® Unlimited plan. An additional monthly service charge will apply for the corresponding interstate service. This service is not offered on an intraLATA or intrastate only basis.

(A) Monthly Service Charge

Monthly Charge Per Account $12.49

(B) Customer Eligibility Criteria

In order to be eligible for this plan, the Company must be able to verify that the Customer meets the following eligibility requirements. Customers who no longer meet these eligibility requirements will not be eligible for this plan and may be offered an alternative plan or have their service suspended, restricted or canceled without prior notice. New and existing Customers are eligible for this service if they meet the following requirements:

(1) Customers must subscribe to BellSouth Long Distance and also to the Company's affiliated incumbent local exchange carrier on each line under this plan. Customers must subscribe to the Company's affiliated incumbent local exchange carrier's BellSouth® Complete Choice® plan on the primary line. Customers must also receive billing for each of these services from the Company's affiliated incumbent local exchange carrier. **(N)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.10 BellSouth® Complete Choice® Unlimited Plan, (cont'd.)

(B) Customer Eligibility Criteria, (cont'd.)

(2) This plan is available to Customers with one to three lines at a location.

(3) Customers must presubscribe to BellSouth Long Distance for both intraLATA and interLATA long distance service on all lines subscribed to under this plan.

(4) This plan cannot be used for any use inconsistent with residential voice service.

(5) This plan is not available on an account that is the recipient of charges billed from another location.

(6) Customer lines associated with educational institutions, (colleges, universities, etc.) are not eligible for this plan.

(7) Employee discounts, as defined in Section 4 of this tariff, do not apply for this plan.

(8) Unlimited plan usage does not include multi-party conference calls (except those calls placed by using the Three-Way Calling feature are included), calls to 900, 976, 700 numbers and other calls to access information services, directory assistance, calling card, operator services, international calling and toll free calling services.

(9) This plan is not available for resale

(10) If usage under this plan is not consistent with typical residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel the Customer's service without prior notice. Excluding any limitation based on number of minutes of usage, calls that are not consistent with typical residential voice usage include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing. **(T)** **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.11 BellSouth® Complete Choice® Unlimited Savings Plan **(N)**

The BellSouth® Complete Choice® Unlimited Savings plan is a direct dialed outbound long distance service offered to single line or multi-line residential Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Complete Choice® Unlimited Savings plan provides the Customer with unlimited minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply). This plan does not provide call detail information on the Customer's monthly bill.

This service is only offered in conjunction with the corresponding interstate BellSouth® Complete Choice® Unlimited Savings plan. An additional monthly service charge will apply for the corresponding interstate service. This service is not offered on an intraLATA or intrastate only basis.

(A) Monthly Service Charge

The following monthly charge will apply per account:

Monthly Charge: $12.49

(B) Customer Eligibility Criteria

In order to be eligible for this plan, the Company must be able to verify that the Customer meets the following eligibility requirements. Customers who no longer meet these eligibility requirements will not be eligible for this plan and may be offered an alternative service or have their service suspended, restricted or canceled without prior notice. Customers are eligible for this service if they meet the following requirements:

(1) This plan is available to Customers with one to three lines at a location. **(N)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.11 BellSouth® Complete Choice® Unlimited Savings Plan, (cont'd.) **(N)**

(B) Customer Eligibility Criteria (continued)

(2) Single line Customers must subscribe to BellSouth Long Distance and also to the Company's affiliated incumbent local exchange entity's BellSouth® Complete Choice® plan, and must previously have had local exchange service from a local exchange provider other than the Company's affiliated incumbent local exchange entity at the Customer's present address prior to subscribing to this plan. Customers with two or three lines must subscribe to BellSouth Long Distance and the Company's affiliated incumbent local exchange entity on each line under the plan. Customers with two or three lines must also subscribe to the Company's affiliated local exchange entity's BellSouth® Complete Choice® plan on the primary line, and must previously have had local exchange service from a local exchange provider other than the Company's affiliated incumbent local exchange entity at the Customer's present address prior to subscribing to this plan. Customers must receive billing for each of these services from the Company's affiliated local exchange entity.

(3) Customers must presubscribe to BellSouth Long Distance for both intraLATA and interLATA long distance service on all lines subscribed to under this plan.

(4) This plan cannot be used for any use inconsistent with residential voice service.

(5) This plan is not available on an account that is the recipient of charges billed from another location.

(6) Customer lines associated with educational institutions, (colleges, universities, etc.) are not eligible for this plan.

(7) Employee discounts, as defined in Section 4 of this tariff, do not apply for this plan. **(N)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.11 BellSouth® Complete Choice® Unlimited Savings Plan, (cont'd.)

(B) Customer Eligibility Criteria (continued)

(8) Unlimited plan usage does not include multi-party conference calls (except those calls placed by using the Three-Way Calling Feature are included), calls to 900, 976, 700 numbers and other calls to access information services, directory assistance, calling card, operator services, international calling and toll free calling services.

(9) This plan is not available for resale.

(10) If usage under this plan is not consistent with typical residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel the Customer's service without prior notice. Excluding any limitation based on number of **(T)**
minutes of usage, calls that are not consistent with typical residential voice **(T)**
usage include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.12 BellSouth® Talk 200 Plan

The BellSouth® Talk 200 plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Talk 200 plan provides the Customer with 200 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 200 minutes will be billed on a flat rate per minute basis.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 200 plan.

(A) Monthly Service Charge

Charge for initial 200 minutes of usage:*	$9.99	**(I)**	**(T)**

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.05

* This charge is the same as the Monthly Recurring Charge identified in the Company's Interstate Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer. **(T)** | **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.13 BellSouth® Talk 200 Value Plan

The BellSouth® Talk 200 Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Talk 200 Value plan provides the Customer with 200 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 200 minutes will be billed on a flat rate per minute basis.

Customers of this plan must subscribe to BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan, BellSouth® PreferredPack® plan or Flat Rate Residential Individual lines. Flat Rate Residential Individual lines Customers must also subscribe to at least one Associated Service listed in Section 3.13 of this tariff. These plans and services are provided by the Company's affiliated incumbent local exchange entity. The Customer must also receive billing for each of these services from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to an alternative plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 200 Value plan.

(A) Monthly Service Charge

Charge for initial 200 minutes of usage:*	$9.99	**(I)**	**(T)**

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.05

* This charge is the same as the Monthly Recurring Charge identified in the Company's Interstate Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer. **(T)** | **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.14 BellSouth® Talk 200 Savings Value Plan

The BellSouth® Talk 200 Savings Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Talk 200 Savings Value plan provides the Customer with 200 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 200 minutes will be billed on a flat rate per minute basis.

Customers of this plan must previously have had local exchange service from a local exchange provider other than the Company's affiliated local exchange entity at the Customer's present address prior to subscribing to this plan. Customers must also subscribe to BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan, BellSouth® PreferredPack® plan or Flat Rate Residential Individual lines. Flat Rate Residential Individual lines Customers must also subscribe to at least one Associated Service listed in Section 3.13 of this tariff. These plans and services are provided by the Company's affiliated incumbent local exchange entity. The Customer must also receive billing for each of these services from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to an alternative plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 200 Savings Value plan.

(A) Monthly Service Charge

Charge for initial 200 minutes of usage:*	$9.99	**(I)**	**(T)**

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.05

* This charge is the same as the Monthly Recurring Charge identified in the Company's Interstate Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer. **(T)** | **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.15 BellSouth® Select Unlimited Value Plan **(N)**

The BellSouth® Select Unlimited Value plan is a direct dialed outbound long distance service offered to single line or multi-line residential Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Select Unlimited Value plan provides the Customer with unlimited minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply). This plan does not provide call detail information for unlimited calling on the Customer's monthly bill.

This service is only offered in conjunction with the corresponding interstate BellSouth® Select Unlimited Value plan. An additional monthly service charge will apply for the corresponding interstate service. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

The following monthly charge will apply per account:

Monthly Charge: $10.99

(B) Customer Eligibility Criteria

Customers are eligible for this service if they meet the following requirements:

(1) This plan is available to Customers with one to three lines at the same location.

(2) Customers must subscribe to BellSouth Long Distance and also to the 2 Pack Plan provided by the Company's affiliated incumbent local exchange entity on the primary line.

(3) Customers must presubscribe to BellSouth Long Distance for both intraLATA and interLATA long distance service on all lines subscribed to under this plan. **(N)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.15 BellSouth® Select Unlimited Value Plan, (cont'd.)

(B) Customer Eligibility Criteria, (cont'd.)

(4) This plan cannot be used for any use inconsistent with residential service.

(5) This plan is not available on an account that is the recipient of charges billed from another location.

(6) Customer lines associated with educational institutions (colleges, universities, etc.) are not eligible for this plan.

(7) Unlimited plan usage does not include multi-party conference calls (except those calls placed by using the Three-Way Calling Feature are included), calls to 900, 976, 700 numbers and other calls to access information services, directory assistance, calling card, operator services, international calling and toll free calling services.

(8) This plan is not available for resale.

(9) If usage under this plan is not consistent with typical residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel the Customer's service without prior notice. Excluding any limitation based on number of minutes of usage, calls that are not consistent with typical residential voice usage include, but are not limited to, use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing. **(T)** **(T)**

(10) Employee discounts, as defined in Section 4.8 of this tariff, do not apply for this plan.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.16 BellSouth® Talk 200 Special Value Plan (N)

The BellSouth® Talk 200 Special Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Talk 200 Special Value plan provides the Customer with 200 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 200 minutes will be billed on a flat rate per minute basis.

Customers of this plan must subscribe to BellSouth® PreferredPack® plan and BellSouth® FastAccess® Internet Service with a speed of 1.5 Mbps or higher which are provided by the Company's affiliated incumbent local exchange entity. Customers must also subscribe to a qualifying wireless plan provided by the Company's affiliated wireless provider or to a qualifying digital TV service provided by the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to an alternative plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 200 Special Value plan.

(A) Monthly Service Charge

Charge for initial 200 minutes of usage:	$4.06

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.0500

(N)

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.17 BellSouth® 10 Cents Savings Value Plan **(T,N)**

(N)

The BellSouth® 10 Cents Savings Value plan is a direct dialed outbound long distance service offered to residential Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

Customers of this plan must subscribe to BellSouth® Complete Choice® plan, BellSouth® PreferredPack® plan or BellSouth® 2 Pack Plan provided by the Company's affiliated incumbent local exchange entity. Customers must previously have had local exchange service from a local exchange provider other than the Company's affiliated incumbent local exchange entity at the Customer's present address prior to subscribing to this plan. Customers who no longer meet the eligibility requirements identified above will be contacted by the Company and offered an alternative plan.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® 10 Cents Savings Value plan. This service is not offered on an intraLATA only basis.

(A) Rates and Charge

Per Minute Rate

Per Minute Charge: $0.1000 **(N)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.18 [Reserved for Future Use]

4.2.19 [Reserved for Future Use]

4.2.20 [Reserved for Future Use]

4.2.21 [Reserved for Future Use]

4.2.22 [Reserved for Future Use]

4.2.23 [Reserved for Future Use]

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.24 BellSouth® Fixed Rate Savings Value Plan

The BellSouth® Fixed Rate Savings Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines and Customers must meet the criteria identified in 4.2.24(C) below. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

Customers of this plan must subscribe to BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan, BellSouth® PreferredPack® plan or Flat Rate Residential Individual lines. Customers who subscribe to Flat Rate Residential Individual lines must also subscribe to at least one Associated Service listed in Section 3.13 of this tariff. These plans and services are provided by the Company's affiliated local exchange entity. Customers must also receive billing for each of these services from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the BellSouth® Fixed Rate Savings plan without further notice. **(T)**

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Fixed Rate Savings Value plan. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge (per account)*	$3.95

(B) Per Minute Rate

Per Minute Charge	$0.0500

* This charge is the same as the Monthly Recurring Charge identified in the Company's Interstate Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the customer.

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BY
EXECUTIVE DIRECTOR

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Effective: May 25, 2004

SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.24 BellSouth® Fixed Rate Savings Value Plan, (cont'd.) (N)

(C) Customer Eligibility Criteria

Customers are eligible for this service if they meet the following requirements:

(1) They meet all of the following criteria

(a) Previously subscribed to the Company's services within the last 90 days;

(b) Can demonstrate they switched their interexchange telephone service to another IXC in the last 90 days;

(c) Have not subscribed to any of the Company's services within the last 7 days;

(d) Are not required, because of credit concerns, to post a deposit with the Company; and

(e) Had billings of at least $15.00 per month in total domestic direct dialed revenue when they were a Customer of the Company.

(2) They place a new service order for residential access line(s) from the Company's affiliated local exchange entity at the same time that they subscribe to this service. (N)

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OCT 08 2002

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SECTION 9 (1)

BY _____
EXECUTIVE DIRECTOR

Director, Business Implementation and Compliance
BellSouth Long Distance, Inc.
400 Perimeter Center Terrace, Suite 400
Atlanta, Georgia 30346

SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.25 [Reserved for Future Use] **(T,M)**

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Material originally found on this page can now be found on Page 218.

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SECTION 9 (1)
BY Executive Director
EXECUTIVE DIRECTOR

SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.25 [Reserved for Future Use], (cont'd.) **(T,M)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.26 [Reserved for Future Use] **(T,M)**

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BY Charles L. Cope
EXECUTIVE DIRECTOR

SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.26 [Reserved for Future Use], (cont'd.) **(T,M)**

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BY [signature]
EXECUTIVE DIRECTOR

SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.27 [Reserved for Future Use] **(T,M)**

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SECTION 9 (1)
BY EXECUTIVE DIRECTOR

SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.27 [Reserved for Future Use], (cont'd.) **(T,M)**

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SECTION 9 (1)

BY: [signature]
EXECUTIVE DIRECTOR

SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.28 [Reserved for Future Use] **(T,M)**

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SECTION 9 (1)

BY EXECUTIVE DIRECTOR

SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.28 [Reserved for Future Use], (cont'd.) **(T,M)**

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PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY

SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.29 [Reserved for Future Use] **(T)**

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By
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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.29 [Reserved for Future Use], (cont'd.) **(T)**

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By _____
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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.29 [Reserved for Future Use], (cont'd.) **(T)**

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SECTION 9 (1)
By _____
Executive Director

SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.30 [Reserved for Future Use] **(T)**

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By
Executive Director

SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.30 [Reserved for Future Use], (cont'd.) **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.30 [Reserved for Future Use], (cont'd.) **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.31 [Reserved for Future Use] **(T,M)**

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JAN 31 2004

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SECTION 9 (1)

BY _____
EXECUTIVE DIRECTOR

SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.30 BellSouth® Unlimited MultiLine Plan, (cont'd.) (N)

(B) Customer Eligibility Criteria, (cont'd.)

(11) If the Company determines that the Customer's total long distance usage under this plan is not consistent with typical Residential Customer usage, the Customer may be subject to an additional fee of $50.00* per month or offered an alternative plan at the Company's sole discretion.

For the purposes of this plan, total usage that exceeds 1500% of the Company's average total usage for Customers under this plan within the state of Kentucky shall not be deemed typical usage.

* This charge is the same as the additional fee identified in the Company's Interstate Residential Services Pricing and Service Guide. Only one additional fee will apply when both interstate and intrastate service is provided to the customer. (N)

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JUN 19 2003

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SECTION 9 (1)

BY [signature]
EXECUTIVE DIRECTOR

SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.31 BellSouth® Savings Plan (N)

The BellSouth® Savings plan is a direct dialed domestic outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

To be eligible for this plan Customers must: (1) be new or existing subscribers to BellSouth Long Distance; (2) be new Customers to the Company's affiliated incumbent local exchange entity but previously have had local exchange service from a competitive local exchange entity at the Customer's present address; and, (3) must subscribe to BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan or Flat Rate Residential Individual lines. Flat Rate Residential Individual lines Customers must also subscribe to at least two Associated Services listed in Section 3.13 of this tariff. These plans and services are provided by the Company's affiliated incumbent local exchange entity.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Savings plan. This service is not offered on an intraLATA only basis. Employee Discounts, as defined in Section 4.8 of this tariff, do not apply for this plan.

(A) Monthly Recurring Charge

Monthly Charge*	$3.95

(B) Per Minute Rate

Rate Per Minute	$0.0500 (N)

* This charge is the same as the Monthly Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly charge will apply when both interstate and intrastate service is provided to the Customer. (N)

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.32 BellSouth® Talk 30 Lite Plan (N)

The BellSouth® Talk 30 Lite plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Talk 30 Lite plan provides the Customer with 30 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 30 minutes will be billed on a flat rate per minute basis.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 30 Lite plan. This service is not offered on an intraLATA only basis.

(A) Rates and Charges

(1) Monthly Service Charge

Charge for initial 30 minutes of usage: * $2.95

(2) Additional Per Minute Usage Charge (N)

Each additional minute: $0.0900

* This charge is the same as the Monthly Service Charge identified in the Company's Interstate Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer. (N) (N)

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DEC 15 2003

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EXECUTIVE DIRECTOR

SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.33 BellSouth® Talk 30 Value Lite Plan

The BellSouth® Talk 30 Value Lite plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Talk 30 Value Lite plan provides the Customer with 30 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 30 minutes will be billed on a flat rate per minute basis.

Customers of this plan must subscribe to BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan, BellSouth® PreferredPack® plan or Flat Rate Residential Individual. Customers who subscribe to Flat Rate Residential Individual lines must also subscribe to at least one Associated Service listed in Section 3.13 of this tariff. These plans and services are provided by the Company's affiliated incumbent local exchange entity. The Customer must also receive billing for each of these services from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the BellSouth® Talk 30 Lite plan without further notice. **(T)**

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 30 Value Lite plan. This service is not offered on an intraLATA only basis.

(A) Rates and Charges

(1) Monthly Service Charge

Charge for initial 30 minutes of usage: *	$2.95

(2) Additional Per Minute Usage Charge

Each additional minute:	$0.0900

* This charge is the same as the Monthly Service Charge identified in the Company's Interstate Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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Issued: May 24, 2004

SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.34 BellSouth® Talk 60 Lite Plan (N)

The BellSouth® Talk 60 Lite plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Talk 60 Lite plan provides the Customer with 60 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 60 minutes will be billed on a flat rate per minute basis.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 60 Lite plan. This service is not offered on an intraLATA only basis.

(A) Rates and Charges

(1) Monthly Service Charge

Charge for initial 60 minutes of usage: *	$5.95

(2) Additional Per Minute Usage Charge

Each additional minute:	$0.0800

(N)

* This charge is the same as the Monthly Service Charge identified in the Company's Interstate Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer. (N) (N)

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DEC 15 2003

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BY
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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.35 BellSouth® Talk 60 Value Lite Plan

The BellSouth® Talk 60 Value Lite plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Talk 60 Value Lite plan provides the Customer with 60 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 60 minutes will be billed on a flat rate per minute basis.

Customers of this plan must subscribe to BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan, BellSouth® PreferredPack® plan or Flat Rate Residential Individual lines. Customers who subscribe to Flat Rate Residential Individual lines must also subscribe to at least one Associated Service listed in Section 3.13 of this tariff. These plans and services are provided by the Company's affiliated incumbent local exchange entity. The Customer must also receive billing for each of these services from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the BellSouth® Talk 60 Lite plan without further notice. (T)

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 60 Value Lite plan. This service is not offered on an intraLATA only basis.

(A) Rates and Charges

(1) Monthly Service Charge

Charge for initial 60 minutes of usage: *	$4.95

(2) Additional Per Minute Usage Charge

Each additional minute:	$0.0800

* This charge is the same as the Monthly Service Charge identified in the Company's Interstate Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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MAY 25 2004

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SECTION 9 (1)
BY: EXECUTIVE DIRECTOR

Director, Business Implementation and Compliance
BellSouth Long Distance, Inc.
400 Perimeter Center Terrace, Suite 400
Atlanta, Georgia 30346

SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.36 BellSouth® Dollar Plan

The BellSouth® Dollar plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Dollar plan. This service is not offered on an intraLATA only basis.

(A) Rates and Charges

(1) Monthly Recurring Charge* **(T)**

Monthly Charge (per account):	$1.00	**(I)**

(2) Per Minute Rate

Per Minute Charge:	$0.1000

* This charge is the same as the Monthly Recurring Charge identified in the Company's Interstate Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer. **(T)** | **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.37 BellSouth® Dollar Value Plan

The BellSouth® Dollar Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

Customers of this plan must subscribe to BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan, BellSouth® PreferredPack® plan or Flat Rate Residential Individual lines. Customers who subscribe to Flat Rate Residential Individual lines must also subscribe to at least one Associated Service listed in Section 3.13 of this tariff. These plans and services are provided by the Company's affiliated incumbent local exchange entity. The Customer must also receive billing for each of these services from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the BellSouth® Dollar plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Dollar Value plan. This service is not offered on an intraLATA only basis.

(A) Rates and Charges

(1) Monthly Recurring Charge* **(T)**

Monthly Charge (per account):	$1.00	**(I)**

(2) Per Minute Rate

Per Minute Charge:	$0.1000

* This charge is the same as the Monthly Recurring Charge identified in the Company's Interstate Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer. **(T)** | **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.38 BellSouth® Nickel Plan

The BellSouth® Nickel plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Nickel plan. This service is not offered on an intraLATA only basis.

(A) Rates and Charges

(1) Monthly Recurring Charge* **(T)**

Monthly Charge (per account):	$5.95	**(I)**

(2) Per Minute Rate

Per Minute Charge:	$0.0500

* This charge is the same as the Monthly Recurring Charge identified in the Company's Interstate Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer. **(T)** | **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.39 BellSouth® Nickel Value Plan

The BellSouth® Nickel Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

Customers of this plan must subscribe to BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan, BellSouth® PreferredPack® plan or Flat Rate Residential Individual lines. Customers who subscribe to Flat Rate Residential Individual lines must also subscribe to at least one Associated Service listed in Section 3.13 of this tariff. These plans and services are provided by the Company's affiliated incumbent local exchange entity. The Customer must also receive billing for each of these services from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the BellSouth® Nickel plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Nickel Value plan. This service is not offered on an intraLATA only basis.

(A) Rates and Charges

(1) Monthly Recurring Charge* **(T)**

Monthly Charge (per account):	$4.95	**(I)**

(2) Per Minute Rate

Per Minute Charge:	$0.0500

* This charge is the same as the Monthly Recurring Charge identified in the Company's Interstate Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer. **(T)** | **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.40 BellSouth® Nickel Savings Value Plan

The BellSouth® Nickel Savings Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

Customers of this plan must subscribe to BellSouth® Complete Choice® Plan, BellSouth® Area Plus® Plan, BellSouth® Preferred Pack® Plan or Flat Rate Residential Individual lines. Customers who subscribe to Flat Rate Residential Individual lines must also subscribe to at least one Associated Service listed in Section 3.13 of this tariff. These plans and services are provided by the Company's affiliated incumbent local exchange entity. Customers must also receive billing for each of these services from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the BellSouth® Nickel plan without further notice. (T)

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Nickel Savings Value plan. This service is not offered on an intraLATA only basis. Employee Discounts, as defined in Section 4.8 of this tariff, do not apply for this plan.

(A) Monthly Recurring Charge

Monthly Charge: *	$3.95

(B) Per Minute Rate

Per Minute Charge:	$0.0500

* This charge is the same as the Monthly Recurring Charge identified in the Company's Interstate Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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4.2 Residential Service Offerings, (Cont'd.)

4.2.41 [Reserved for Future Use] **(T)**

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4.2 Residential Service Offerings, (Cont'd.)

4.2.41 [Reserved for Future Use], (cont'd.) **(T)**

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4.2 Residential Service Offerings, (Cont'd.)

4.2.41 [Reserved for Future Use], (cont'd.) **(T)**

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4.2 Residential Service Offerings, (Cont'd.)

4.2.42 [Reserved for Future Use] **(T)**

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4.2 Residential Service Offerings, (Cont'd.)

4.2.42 [Reserved for Future Use], (cont'd.) **(T)**

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Atlanta, Georgia 30346

SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.42 [Reserved for Future Use], (cont'd.) **(T)**

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4.2 Residential Service Offerings, (Cont'd.)

4.2.43 [Reserved for Future Use] **(T)**
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4.2 Residential Service Offerings, (Cont'd.)

4.2.43 [Reserved for Future Use], (cont'd.) **(T)**

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4.2 Residential Service Offerings, (Cont'd.)

4.2.43 [Reserved for Future Use], (cont'd.) **(T)**

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4.2 Residential Service Offerings, (Cont'd.)

4.2.44 [Reserved for Future Use] **(T)**

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4.2 Residential Service Offerings, (Cont'd.)

4.2.44 [Reserved for Future Use], (cont'd.) **(T)**

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4.2 Residential Service Offerings, (Cont'd.)

4.2.44 [Reserved for Future Use], (cont'd.) **(T)**

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4.2 Residential Service Offerings, (Cont'd.)

4.2.45 [Reserved for Future Use] **(T)**

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4.2 Residential Service Offerings, (Cont'd.)

4.2.45 [Reserved for Future Use], (Cont'd.) **(T)**

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4.2 Residential Service Offerings, (Cont'd.)

4.2.45 [Reserved for Future Use], (Cont'd.) **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.46 BellSouth® Domestic Select Companion Plan **(N)**

The BellSouth® Domestic Select Companion plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

Customers of this plan must subscribe to BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan, BellSouth® PreferredPack® plan or Flat Rate Residential Individual lines. Customers who subscribe to Flat Rate Residential Individual lines must also subscribe to at least one Associated Service listed in Section 3.13 of this tariff. These plans and services are provided by the Company's affiliated incumbent local exchange entity. The Customer must also receive billing for each of these services from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be contacted by the Company and offered an alternative plan.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Domestic Select Companion plan and the international BellSouth® International Select Value plan. This service is not offered on an intraLATA only basis.

(A) Rates and Charges

Per Minute Rate

Per Minute Charge:	$0.0500	**(N)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings

4.3.1 Business Message Telecommunications Service

Business Message Telecommunications Service (MTS) is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. Customers who do not designate and qualify for a specific optional calling plan are automatically placed on Business MTS.

All calls are billed in one (1) minute increments after an initial period, for billing purpose, of one (1) minute. No monthly recurring charge applies for this service.

(A)	Initial Billing Increment:	One Minute	
(B)	Each Additional Billing Increment:	One Minute	
(C)	Recurring Charges:	$0.00	
(D)	Non-Recurring Charges:	$0.00	
(E)	Minimum Monthly Commitment:	None	
(F)	Term Plan Available:	No	
(G)	Standard Per Minute Usage Charges	$0.1800	**(I)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.2 BellSouth® Business Fixed Rate Plan

The BellSouth® Business Fixed Rate plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Fixed Rate plan. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge per billing account*	$2.95

(B) Per Minute Rate

Per Minute Charge	$0.0750

* This charge is the same as the Monthly Recurring Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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4.3 Business Service Offerings, (Cont'd.)

4.3.2 BellSouth® Business Fixed Rate Plan, (cont'd.)

(C) Term Plans **(T)**

Term plan discounts are available for the Per Minute Rate for this plan. Term plan discounts do not apply to the Monthly Recurring Charge. Term plan discounts are available as follows:

(1) Term Plan Discounts	Discount %	(T)
One Year Term	5.00 %	
Two Year Term	8.00 %	
Three Year Term	14.00 %	

(2) Termination Charge

Term plan Customers who cancel their plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the discount the Customer has received up to the point of cancellation. The termination charge is equal to [(Per minute rate x Discount %) x Monthly Minutes of Use ("MOU's") x Number of Months Expired on the Contract].

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4.3 Business Service Offerings, (Cont'd.)

4.3.3 BellSouth® Business Unlimited Flex Plan **(N)**

The BellSouth® Business Unlimited Flex plan is a direct dialed domestic outbound long distance voice service offered to business Customers with one to fifteen switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Business Unlimited Flex plan provides the Customer with unlimited minutes of interexchange intrastate long distance usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply). This plan does not provide call detail information on the Customer's monthly bill for usage eligible for unlimited calling but does provide call detail information for usage not included in the unlimited calling. Customers may choose to receive the call detail information for unlimited calling for an additional monthly recurring charge. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Unlimited Flex plan. This service is not offered on an intraLATA or intrastate only basis.

Toll free service is available with this plan for Customers who also subscribe to the BellSouth® Business Easy Toll Free plan. The provisions and rates and charges of the BellSouth® Business Easy Toll Free plan will apply as described in Section 4.3.11 of this tariff except that usage rates are specified below. Toll free usage is not included in the unlimited usage. **(N)**

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4.3 Business Service Offerings, (Cont'd.)

4.3.3 BellSouth® Business Unlimited Flex Plan, (cont'd.)

(A) Rates and Charges

(1) Monthly Recurring Charge* **(T)**

The following monthly recurring charge applies:

Direct Dial Service:

Primary Line	$24.00	**(I)**
Each Additional Line after the Primary Line	$17.00	**(I)**

Toll-free Inbound Service:

(a) Monthly Recurring Charges: See Section 4.3.11 of this tariff

(b) Toll-free Inbound Per Minute Rate: $0.06

All toll free inbound calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds.

(2) Call Detail Monthly Recurring Charge* **(T)**

The following monthly recurring charge for call detail information applies per line subscribed to an account:

Per Line	$5.00	**(I)**

* This charge is the same as the Monthly Recurring Charge identified in the Company's Interstate Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer. **(T | (T)**

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4.3 Business Service Offerings, (Cont'd.)

4.3.3 BellSouth® Business Unlimited Flex Plan, (cont'd.)

(B) Customer Eligibility Criteria:

In order to be eligible for this plan, the Company must be able to verify that the Customer meets the following eligibility requirements. . If the Company determines that the Customer's use of service violates any of these restrictions the Company, at its sole option, may move the Customer to another plan or suspend, restrict or cancel the Customer's service without prior notice. Customers are eligible for this service if they meet the following requirements.

(1) Customers must subscribe to BellSouth Long Distance and to the Company's affiliated incumbent local exchange carrier. Customers must subscribe to BellSouth® Complete Choice® For Business, individual line measured rate service for business, and/or flat rate service for business offered by the Company's affiliated incumbent local exchange carrier on all lines on the account.

(2) This plan is available to business Customers with one to fifteen business lines at a single location and on a single billing account. All lines at the location must subscribe to this plan.

(3) Customers must presubscribe to BellSouth® Business Unlimited plan for both intraLATA and interLATA usage on all lines that are at a single location and on a single billing account. **(D)**

(4) Unlimited plan usage does not include multi-party conference calls (except those calls placed by using the Three-Way Calling feature are included), calls to 900, 976, 700 numbers and other calls to access information services, directory assistance, calling card, operator services, international calling and toll free calling services. **(T)**

(5) This plan is not available for resale. **(T)**

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4.3 Business Service Offerings, (Cont'd.)

4.3.3 BellSouth® Business Unlimited Flex Plan, (cont'd.)

(B) Customer Eligibility Criteria, (cont'd):

(6) Service under this plan cannot be used with the following applications or services: call center environment or in connection with any similar such application, auto-dialers or any similar type of device, PBX or PBX-like equipment, data transmission equipment, Centrex service, foreign exchange service, public telephone services, ISDN services, broadcast facsimile services or the equivalents of any such services. **(T)** **(T)** **(T)**

(7) Customers on this plan may only place as many concurrent calls as they have individual lines subscribed to under this plan. **(T)**

(8) Term discounts are not applicable to this service. **(T)**

(9) Customer lines associated with education institutions (colleges, Universities, etc.) or other businesses that aggregate end user traffic are not eligible for this plan. **(T)**

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4.3 Business Service Offerings, (Cont'd.)

4.3.4 BellSouth® Business One Plan

The BellSouth® Business One Plan is a direct dialed domestic outbound long distance service offered to business Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

In order to be eligible for this plan, Customers must presubscribe to BellSouth Long Distance or the Company's affiliated incumbent local exchange entity for intraLATA service and must also presubscribe to BellSouth Long Distance for interLATA long distance service. **(T)** | **(T)**

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business One Plan and the international BellSouth® Business One Plan. This service is not offered on an intraLATA only basis.

The monthly recurring charge will be waived in instances where the Customer's monthly billing is $50.00 or more of combined domestic and international usage. Surcharges, taxes and other similar fees shall not be included in the calculation for the waiving of the monthly recurring charge.

(A) Rates and Charges

(1) Monthly Recurring Charge

Monthly Charge*	$5.95

(2) Per Minute Rate

Rate Per Minute	$0.0690

* This charge is the same as, but not in addition to, the Monthly Recurring Charge identified in the Company's Interstate Business Services Pricing and Service Guide.

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4.3 Business Service Offerings, (Cont'd.)

4.3.5 [Reserved for Future Use], (Cont'd.) (T,M)

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4.3 Business Service Offerings, (Cont'd.)

4.3.5 BellSouth® Business 3500 Minute Package Plan

The BellSouth® Business 3500 Minute Package plan is a domestic direct dialed outbound and domestic inbound toll free (8XX) long distance service offered to business Customers from switched or dedicated access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. For outbound calls Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Business 3500 Minute Package plan provides the Customer with 3500 minutes of outbound and inbound interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge. Additional usage over the initial 3500 minutes will be billed on a flat rate per minute basis. No term discount is applicable to this service. The 3500 plan minutes cannot be used for calls to 900 services, international calling, calling card, directory assistance or operator services calls. In order to be eligible for this plan, Customers must presubscribe to BellSouth Long Distance or the Company's affiliated incumbent local exchange entity for intraLATA service and must also presubscribe to BellSouth Long Distance for interLATA long distance service. **(T)** | **(T)**

To receive toll-free service Customers must subscribe to the BellSouth® Business Easy Toll Free Plan. The provisions and rates and charges of the BellSouth® Business Easy Toll Free Plan will apply as described in Section 4.3.11 of this tariff except that usage rates are specified below.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business 3500 Minute Package plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge*

Charge for initial 3500 minutes of usage:	$165.00

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.0500

* This charge is the same as the Monthly Recurring Charge identified in the Company's Interstate Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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4.3 Business Service Offerings, (Cont'd.)

4.3.6 BellSouth® Business Integrated Solutions 500 Minutes Plan (N)

The BellSouth® Business Integrated Solutions 500 Minutes plan is a direct dialed domestic outbound and domestic inbound long distance service offered to business Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. For outbound calls Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Business Integrated Solutions 500 Minutes plan provides the Customer with 500 minutes of outbound and inbound interexchange (both interstate and intrastate) long distance usage per billing period for a flat rate monthly charge. Additional usage over the initial 500 minutes will be billed on a flat rate per minute basis. No term discount is applicable to this service. The 500 plan minutes cannot be used for calls to 900 services, international calling, calling card, directory assistance or operator services calls.

Customers of this plan must subscribe to one of the following services offered by the Company's affiliated incumbent local exchange entity: BellSouth® Integrated Solutions, BellSouth® Centrex Service, BellSouth® Dedicated Internet Access or BellSouth® Primary Rate ISDN and to a local service term agreement from the Company's affiliated incumbent local exchange entity.

Customers who no longer meet the eligibility requirements identified above will be transferred to Business Message Telecommunications Service without further notice until such time as the Customer selects another Company service.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Integrated Solutions 500 Minutes plan. This service is not offered on an intraLATA only basis.

To receive toll-free service (inbound) Customers must subscribe to the BellSouth® Business Easy Toll Free Plan. The provisions and rates and charges of the BellSouth® Business Easy Toll Free Plan will apply as described in Section 4.3.11 of this tariff except that usage rates are specified in Section 4.3.6(B) following. (N)

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.6 BellSouth® Business Integrated Solutions 500 Minutes Plan, (cont'd.) **(N)**

(A) Monthly Service Charge*

Charge for initial 500 minutes of usage: $22.00

(B) Additional Per Minute Usage Charge

Each additional minute: $0.0530 **(N)**

* This is the same as the Monthly Recurring Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate is provided to the Customer. **(N)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.7 BellSouth® Business Integrated Solutions 1000 Minutes Plan (N)

The BellSouth® Business Integrated Solutions 1000 Minutes plan is a direct dialed domestic outbound and domestic inbound long distance service offered to business Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. For outbound calls Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Business Integrated Solutions 1000 Minutes plan provides the Customer with 1000 minutes of outbound and inbound interexchange (both interstate and intrastate) long distance usage per billing period for a flat rate monthly charge. Additional usage over the initial 1000 minutes will be billed on a flat rate per minute basis. No term discount is applicable to this service. The 1000 plan minutes cannot be used for calls to 900 services, international calling, calling card, directory assistance or operator services calls.

Customers of this plan must subscribe to one of the following services offered by the Company's affiliated incumbent local exchange entity: BellSouth® Integrated Solutions, BellSouth® Centrex Service, BellSouth® Dedicated Internet Access or BellSouth® Primary Rate ISDN and to a local service term agreement from the Company's affiliated incumbent local exchange entity.

Customers who no longer meet the eligibility requirements identified above will be transferred to Business Message Telecommunications Service without further notice until such time as the Customer selects another Company service.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Integrated Solutions 1000 Minutes plan. This service is not offered on an intraLATA only basis.

To receive toll-free service (inbound) Customers must subscribe to the BellSouth® Business Easy Toll Free Plan. The provisions and rates and charges of the BellSouth® Business Easy Toll Free Plan will apply as described in Section 4.3.11 of this tariff except that usage rates are specified in Section 4.3.7(B) following. (N)

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4.3 Business Service Offerings, (Cont'd.)

4.3.7 BellSouth® Business Integrated Solutions 1000 Minutes Plan, (cont'd.) **(N)**

(A) Monthly Service Charge*

Charge for initial 1000 minutes of usage: $42.00

(B) Additional Per Minute Usage Charge

Each additional minute: $0.0510 **(N)**

* This is the same as the Monthly Recurring Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate is provided to the Customer. **(N)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.8 BellSouth® Business Integrated Solutions 3500 Minutes Plan **(T,N)**

The BellSouth® Business Integrated Solutions 3500 Minutes plan is a direct dialed domestic outbound and domestic inbound long distance service offered to business Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. For outbound calls Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Business Integrated Solutions 3500 Minutes plan provides the Customer with 3500 minutes of outbound and inbound interexchange (both interstate and intrastate) long distance usage per billing period for a flat rate monthly charge. Additional usage over the initial 3500 minutes will be billed on a flat rate per minute basis. No term discount is applicable to this service. The 3500 plan minutes cannot be used for calls to 900 services, international calling, calling card, directory assistance or operator services calls. **(N)**

Customers of this plan must subscribe to one of the following services offered by the Company's affiliated incumbent local exchange entity: BellSouth® Integrated Solutions, BellSouth® Centrex Service, BellSouth® Dedicated Internet Access or BellSouth® Primary Rate ISDN and to a local service term agreement from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to an alternate plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Integrated Solutions 3500 Minutes plan. This service is not offered on an intraLATA only basis.

To receive toll-free service (inbound) Customers must subscribe to the BellSouth® Business Easy Toll Free Plan. The provisions and rates and charges of the BellSouth® Business Easy Toll Free Plan will apply as described in Section 4.3.11 of this tariff except that usage rates are specified in Section 4.3.8 (B) following. **(N)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.8 BellSouth® Business Integrated Solutions 3500 Minutes Plan, (cont'd.) **(N)**

(A) Monthly Service Charge*

Charge for initial 3500 minutes of usage: $140.00

(B) Additional Per Minute Usage Charge

Each additional minute: $0.0470 **(N)**

* This charge is the same as the Monthly Service Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate is provided to the Customer. **(N)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.9 BellSouth® Business Preferred Rate Plan

The BellSouth® Business Preferred Rate plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Preferred Rate plan. This service is not offered on an intraLATA only basis.

The monthly recurring charge will be waived in instances where the Customer's monthly billing is $25.00 or more of combined intrastate and interstate usage. Surcharges, taxes and other similar fees shall not be included in the calculation for the waiving of the monthly recurring charge.

Customers of this plan must also subscribe to one of the following: BellSouth® Complete Choice® for Business, BellSouth® Key Customer Term Election Agreement, BellSouth® Advantage Plus or Medallion Plus Term Election Agreement, BellSouth® Business Solutions Plus Term Election Agreement, BellSouth® Complete Choice® for Business Term Election Agreement, or BellSouth® FastAccess® Internet Service. These plans are offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to Business Message Telecommunications Service without further notice.

Customers will be given a discount off of total monthly charges based upon the actual monthly usage. Monthly usage is calculated utilizing a combination of intrastate or interstate usage. Surcharges, taxes and other similar fees shall not be included in the calculation for determination of the monthly usage. Usage over the minimum monthly commitment level may not be carried over to future months to satisfy the commitment level.

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4.3 Business Service Offerings, (Cont'd.)

4.3.9 BellSouth® Business Preferred Rate Plan, (Cont'd.)

(A) Monthly Recurring Charge

Monthly Charge*	$3.95

(B) Per Minute Rate

Rate per Minute	$0.0690

(C Discount Percentages for monthly billing

From	To	
$0.00	$49.99	0.00%
$50.00	$199.99	2.89%
$200.00	$200.01 +	5.80%

* This charge is the same as the Monthly Recurring Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.9 BellSouth® Business Preferred Rate Plan, (Cont'd.)

(D Term Plans **(T)**

Term plan discounts are available for the discounted Per Minute Rate for this plan. Term plan discounts do not apply to the Monthly Recurring Charge. Term plan discounts are calculated on all intrastate and interstate usage after discount percentages are applied. Term plan discounts are available as follows:

(1)

Term Plan Discounts	Discount %	(T)
One Year Term	5.00 %	
Two Year Term	8.00 %	
Three Year Term	14.00 %	

(2) Termination Charge

Term plan Customers who cancel their plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the discount the Customer has received up to the point of cancellation. The termination charge is equal to [(Discounted Per minute rate x Term Discount %) x Monthly Minutes of Use ("MOU's") x Number of Months Expired on the Contract].

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.10 BellSouth® Business Platinum Preferred Rate Plan

The BellSouth® Business Platinum Preferred Rate plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Platinum Preferred Rate plan. This service is not offered on an intraLATA only basis.

Customers to this service are required to commit to a minimum usage charge. The Customer will be billed the minimum monthly usage charge level if actual usage is below the commitment level in any month. Usage over the minimum monthly usage charge level may not be carried over to future months to satisfy the commitment level.

Customers will be given a discount off of total monthly charges based upon the actual monthly usage for each month. Monthly usage is calculated utilizing a combination of intrastate or interstate usage. Surcharges, taxes and other similar fees shall not be included in the calculation for determination of the monthly usage.

(A) Per Minute Rate

Minimum Monthly Commitment	$250.00
Rate per Minute	$0.0630

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.10 BellSouth® Business Platinum Preferred Rate Plan, (cont'd.)

(B) Discount Percentages for monthly billing

From	To	
$0.00	$499.99	0.00%
$500.00	$999.99	3.18%
$1,000.00	$1,999.99	6.35%
$2,000.00	$2,000.01 +	7.94%

(C) Term Plans **(T)**

Term plan discounts are available for the discounted Per Minute Rate for this plan. Term plan discounts are calculated on all intrastate and interstate usage after discount percentages are applied and will not apply to any shortfall payments from the Customer due to the Customer's failure to meet the minimum monthly commitment. Term plan discounts are available as follows:

(1)

Term Plan Discounts	Discount %	(T)
One Year Term	5.00 %	
Two Year Term	8.00 %	
Three Year Term	14.00 %	

(2) Termination Charge

Term plan Customers who cancel their plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the discount the Customer has received up to the point of cancellation. The termination charge is equal to [(Discounted Per minute rate x Term Discount %) x Monthly Minutes of Use ("MOU's") x Number of Months Expired on the Contract].

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.11 BellSouth® Business Easy Toll Free Plan

The BellSouth® Business Easy Toll Free plan (8xx) is an inward toll free (8xx) calling service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. This service permits termination of intrastate calls from diverse geographic locations to the Customer's local exchange lines. With this service, the Customer is billed for the call rather than the call originator. The Customer will be billed for all calls terminating at the toll free number, including misdialed calls. For installations between September 1, 2003 and January 2, 2006, this service will allow up to three (3) toll free numbers to terminate to a single switched access line. Business Easy Toll Free plan is not available for terminations to wireless telecommunications devices. **(T)**

Toll free number orders completed on or after January 3, 2006 require subscription to a domestic optional calling (non-MTS) plan. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Easy Toll Free plan. Interstate monthly recurring charge(s) are also associated with this service.

The Company will notify the Customer when their toll free number(s) have had no usage in six (6) consecutive months. The Customer's use of a toll free number will be rescinded in the subsequent month, unless there is a minimum of $5.00 in toll free charges.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.11 BellSouth® Business Easy Toll Free Plan, (cont'd.)

(A) Monthly Recurring Charge

Monthly Charge per billing account*[1/2]	$5.00
Monthly Charge per Toll Free Number*[3]	$5.00

(B) Business MTS Customers

Rate Per Minute:	$0.1800

* This charge is the same as the Monthly Recurring Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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[1] This monthly recurring charge does not apply to Customers with Business MTS service.

[2] This monthly recurring charge applies to Customers who subscribe to this plan on or before January 2, 2006 or whose main billing account is billed at this charge. **(T)** **(T)**

[3] This monthly recurring charge applies to Customers who subscribe to this plan on or after January 3, 2006 or whose main billing account is billed at this charge.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.11 BellSouth® Business Easy Toll Free Plan, (cont'd.)

(C) Optional Toll Free Features and Service Offerings (T)

Descriptions, terms, conditions and charges for toll free service optional features and services are provided in accordance with the Company's Business Services Pricing and Service Guide, Section 3.1.5 and 4.31. (T) (T)

(D) (D)

(D) Business State Talk Customers

Rate Per Minute: $0.1200

(E) All other Business Services Customers

Where Business Easy Toll Free plan service is provided to all other business services Customers, toll free usage under this plan is subject to the rates, billing increments, term and/or volume discounts, monthly usage commitments, and monthly recurring charge waiver provisions of the associated business service subscribed to by the Customer. For package plan Customers, toll free usage will be included in package minutes. The Company will automatically adjust toll free rates and plan provisions to reflect changes in business service subscriptions. The Business MTS rate will apply to Customers who discontinue all other business services, but wish to retain Business Easy Toll Free plan. (D) (D)

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4.3 Business Service Offerings, (Cont'd.)

4.3.12 BellSouth® Business Appreciation Plan

The BellSouth® Business Appreciation plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

Customers to this plan must, at the same time as they subscribe to this service, also place a new service order for a 36-month local service term agreement or a BellSouth® Complete **(T)**
Choice for Business® Elite Promotion Election agreement, for at least 1-3 business lines, **(T)**
from the Company's affiliated local exchange entity.

No term discount is applicable to this service.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.12 BellSouth® Business Appreciation Plan, (cont'd.)

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Appreciation plan. This service is not offered on an intraLATA only basis.

(A) Per Minute Rates

Rate per Minute	$0.0600

(D)
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(D)

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.13 BellSouth® Business Appreciation II Plan

The BellSouth® Business Appreciation II plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

Customers to this plan must, at the same time as they subscribe to this service, also place a new service order for a 36-month local service term agreement or a BellSouth® Complete **(T)**
Choice for Business® Elite Promotion Election agreement, for 4 or more business lines, from **(T)**
the Company's affiliated local exchange entity.

No term discount is applicable to this service.

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4.3 Business Service Offerings, (Cont'd.)

4.3.13 BellSouth® Business Appreciation II Plan, (cont'd.)

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Appreciation II plan. This service is not offered on an intraLATA only basis.

(A) Per Minute Rates

Rate per Minute	$0.0500

(D)
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(D)

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.14 [Reserved for Future Use] (T,M)

(M)

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4.3 Business Service Offerings, (Cont'd.)

4.3.15 [Reserved for Future Use] **(T,M)**

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4.3 Business Service Offerings, (Cont'd.)

4.3.16 [Reserved for Future Use] **(T,M)**

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(M)

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4.3 Business Service Offerings, (Cont'd.)

4.3.17 [Reserved for Future Use] **(T,M)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.18 BellSouth® Business 7500 Minute Package Plan **(T,N)**

(N)

The BellSouth® Business 7500 Minute Package plan is a direct dialed domestic outbound and domestic inbound long distance service offered to business Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. For outbound calls Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Business 7500 Minute Package plan provides the Customer with 7500 minutes of outbound and inbound interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge. Additional usage over the initial 7500 minutes will be billed on a flat rate per minute basis. No term discount is applicable to this service. The 7500 plan minutes cannot be used for calls to 900 services, international calling, calling card, directory assistance or operator services calls.

To be eligible for this plan Customers must subscribe to one of the following services offered by the Company's affiliated incumbent local exchange entity: sixteen (16) or more lines, BellSouth® Integrated Solutions, BellSouth® Centrex Service, or BellSouth® Primary Rate ISDN. Customers who no longer meet the eligibility requirements identified above will be transferred to an alternate plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business 7500 Minute Package plan. This service is not offered on an intraLATA only basis.

To receive toll-free service (inbound) Customers must subscribe to the BellSouth® Business Easy Toll Free plan. The provisions and rates and charge of the BellSouth® Business Easy Toll Free plan will apply as described in Section 4.3.11 of this tariff except that usage rates are specified in Section 4.3.18 (B) following. **(N)**

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4.3 Business Service Offerings, (Cont'd.)

4.3.18 BellSouth® Business 7500 Minute Package Plan, (cont'd.) **(T,N)**

(N)

(A) Monthly Service Charge* |

Charge for initial 7500 minutes of usage: $325.00 |

(B) Additional Per Minute Usage Charge |

Each additional minute: $0.0450 **(N)**

* This charge is the same as the Monthly Service Charge identified in the Company's Interstate Business Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer. **(N)** | **(N)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.19 BellSouth® Business 10,000 Minute Package Plan **(T,N)**

(N)

The BellSouth® Business 10,000 Minute Package plan is a direct dialed domestic outbound and domestic inbound long distance service offered to business Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. For outbound calls Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Business 10,000 Minute Package plan provides the Customer with 10,000 minutes of outbound and inbound interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge. Additional usage over the initial 10,000 minutes will be billed on a flat rate per minute basis. No term discount is applicable to this service. The 10,000 plan minutes cannot be used for calls to 900 services, international calling, calling card, directory assistance or operator services calls.

To be eligible for this plan Customers must subscribe to one of the following services offered by the Company's affiliated incumbent local exchange entity: sixteen (16) or more lines, BellSouth® Integrated Solutions, BellSouth® Centrex Service, or BellSouth® Primary Rate ISDN. Customers who no longer meet the eligibility requirements identified above will be transferred to an alternate plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business 10,000 Minute Package plan. This service is not offered on an intraLATA only basis.

To receive toll-free service (inbound) Customers must subscribe to the BellSouth® Business Easy Toll Free plan. The provisions and rates and charge of the BellSouth® Business Easy Toll Free plan will apply as described in Section 4.3.11 of this tariff except that usage rates are specified in Section 4.3.19 (B) following. **(N)**

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4.3 Business Service Offerings, (Cont'd.)

4.3.19 BellSouth® Business 10,000 Minute Package Plan, (cont'd.) **(T,N)**

(A) Monthly Service Charge* **(N)**

Charge for initial 10,000 minutes of usage: $400.00

(B) Additional Per Minute Usage Charge

Each additional minute: $0.0420 **(N)**

* This charge is the same as the Monthly Service Charge identified in the Company's Interstate Business Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer. **(N)**

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4.3 Business Service Offerings, (Cont'd.)

4.3.19 BellSouth® Business 10,000 Minute Package Plan, (cont'd.) **(T)**

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4.3 Business Service Offerings, (Cont'd.)

4.3.20 BellSouth® Select Business Program

The BellSouth® Select Business program ("Program") is a BellSouth-wide customer loyalty program operated and managed by BellSouth Select, Inc., a wholly-owned subsidiary of BellSouth Corporation. The Program allows customers that meet certain criteria set by each participating BellSouth company to earn points ("Select Points") that can be redeemed for: (1) certain non-regulated products and services (including discounts on such products and services) offered by BellSouth companies; (2), cash, in the form of a check issued by BellSouth Select, Inc.; or (3) certain products and services (including discounts on such products and services) offered by entities other than BellSouth companies. Under the Company's participation in the Program, Customers may not redeem Select Points earned from the Company for BellSouth Telecommunications, Inc. products and services.

By participating in the Program, the Program participant agrees that BellSouth is not responsible for the benefits provided or to be provided by entities other than BellSouth companies. Each company is responsible for its benefits only and not for those benefits provided by BellSouth or entities other than BellSouth companies.

In order to redeem Select Points, the Program participant must be current on payment of his BellSouth account(s). In the event any of the participant's BellSouth accounts is disconnected for non-payment, the Program participant will be removed from the Program and all unredeemed Select Points shall be forfeited. Unredeemed Select Points will expire no sooner than December 31, two calendar years after the year in which they are issued unless otherwise specified in the Program. For example, Select Points awarded in 2002 will expire on December 31, 2004. (T) (T)

If a Program participant fails to actively participate in the Program during any three year period following Program enrollment, Program participants will be terminated and all accumulated and unredeemed Select Points will be forfeited. For the purposes of this Program, "actively participates" is defined as Select Point redemption, logging onto the Program website, contacting the Select Service center or other specified activities identified on the Program website. (N) (N)

(M) (M)

Certain material previously found on this sheet can now be found on Page 107.6.1.

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4.3 Business Service Offerings, (Cont'd.)

4.3.20 BellSouth® Select Business Program, (cont'd.) (T)

The Company's Business Customers who are also Customers of the Company's affiliated local exchange entity and who receive billing for the Company's services on a combined bill with the Company's affiliated local exchange entity's services are eligible for enrollment in the Program. Applicable charges include but are not limited to calling card calls carried by the Company, toll free service, direct dialed calls and operator services provided by the Company. There is no charge to enroll in the Program and no term or volume commitment associated with the Program. Customers must notify the Company of their desire to participate in the Program. Customers may terminate their participation in the Program at any time by notifying BellSouth in writing. The Company may terminate its participation in the Program at any time. No additional Select points based the purchase of Company services will be awarded from and after the Company's termination of its participation in the Program. (M) (M)

Material on this sheet was previously found on Page 107.6.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.20 BellSouth® Select Business Program, (cont'd.)

Select Points will be awarded quarterly following a Company determination that the Customer has maintained the Company's services through the end of the quarter. Business Customers enrolled in the Program receive one (1) Select Point for every $2.00 of long distance charges purchased from the Company once a monthly $50.00 threshold of purchases of the Company's services has been reached throughout the quarter for which points are being awarded. This threshold is calculated based on the sum of all charges, including non-recurring charges, taxes, FCC charges and 911 charges (net of any other discounts, rewards or credits that may apply to the Customer's purchase of the Company's services). Any tax liability resulting from the award or redemption of Select Points and the receipt of awards is the sole responsibility of the customer/participant. The cash value of a Select Point is $0.025.

If the Customer fails to pay his bill in full, points equivalent to the amount not paid by the Customer may be deducted from the Customer's point total. Select Points awarded by other BellSouth companies may vary.

Program participants may change their service address (within the Company's service territory), add additional Company products and services, or make changes to the telephone number(s) associated with their enrolled account and continue as Program participants. Address changes and changes to the name on the Program account record must be made by calling the BellSouth Select Service Center. If a Program participant discontinues all BellSouth products and services, Program participation will be terminated and all accumulated and unredeemed Select Points will be forfeited. If within 90-days of terminating all BellSouth products and services, a former Program participant returns to BellSouth for equivalent services, enrolls in the Program, and requests reinstatement of forfeited Select Points, such forfeited Select Points will be reinstated. (T) | | (T)

The Company will review Business Customer accounts annually to verify eligibility to participate in the Program.

Misappropriation of Select Points or the violation of Program terms may lead to appropriate administrative and/or legal action by BellSouth Select, Inc., including but not limited to forfeiture of all accrued points.

Program participants that have multiple business locations billed on one combined monthly bill will be issued only one Program number per combined bill. All Select Points will be issued in connection with that single membership number.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.20 BellSouth® Select Business Program, (cont'd.) (N)

In addition to the standard Select Points, Program participants may be awarded additional Select Points (including bonus points) based on specified purchases or actions (e.g., anniversary dates, etc.). Consistent with applicable Commission requirements, a separate promotional filing will be made with respect to any such additional point awards.

BellSouth Select, Inc. reserves the right to terminate the Program at any time. No additional Select Points will be awarded after the Program termination date.

Further information concerning the Program, including Select Point redemption options and other terms and conditions of the Program, is available at www.bellsouthselectbusiness.com. In the event of a conflict between any of the information set forth in the referenced website and this tariff, the terms and conditions of this tariff shall prevail. (N)

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.21 BellSouth® Business 500 Minute Package Plan

The BellSouth® Business 500 Minute Package plan is a direct dialed long distance service offered to business Customers from switched or dedicated access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Business 500 Minute Package plan provides the Customer with 500 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge. Additional usage over the initial 500 minutes will be billed on a flat rate per minute basis. No term discount is applicable to this service. The 500 plan minutes cannot be used for calls to 900 services, international calling, calling card, directory assistance or operator services calls. In order to be eligible for this plan, Customers must presubscribe to BellSouth Long Distance or the Company's affiliated incumbent local exchange entity for intraLATA service and must also presubscribe to BellSouth Long Distance for interLATA long distance service. **(T)** | **(T)**

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business 500 Minute Package plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 500 minutes of usage: *	$27.00

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.0600

* This charge is the same as the Monthly Service Charge identified in the Company's Interstate Business Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the customer.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.22 BellSouth® Business 1000 Minute Package Plan

The BellSouth® Business 1000 Minute Package plan is a direct dialed long distance service offered to business Customers from switched or dedicated access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Business 1000 Minute Package plan provides the Customer with 1000 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge. Additional usage over the initial 1000 minutes will be billed on a flat rate per minute basis. No term discount is applicable to this service. The 1000 plan minutes cannot be used for calls to 900 services, international calling, calling card, directory assistance or operator services calls. In order to be eligible for this plan, Customers must presubscribe to BellSouth Long Distance or the Company's affiliated incumbent local exchange entity for intraLATA service and must also presubscribe to BellSouth Long Distance for interLATA long distance service. **(T)** | **(T)**

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business 1000 Minute Package plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 1000 minutes of usage: *	$52.00

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.0600

* This charge is the same as the Monthly Service Charge identified in the Company's Interstate Business Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the customer.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.23 BellSouth® Business 2000 Minute Package Plan

The BellSouth® Business 2000 Minute Package plan is a direct dialed long distance service offered to business Customers from switched or dedicated access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Business 2000 Minute Package plan provides the Customer with 2000 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge. Additional usage over the initial 2000 minutes will be billed on a flat rate per minute basis. No term discount is applicable to this service. The 2000 plan minutes cannot be used for calls to 900 services, international calling, calling card, directory assistance or operator services calls. In order to be eligible for this plan, Customers must presubscribe to BellSouth Long Distance or the Company's affiliated incumbent local exchange entity for intraLATA service and must also presubscribe to BellSouth Long Distance for interLATA long distance service. **(T)** | **(T)**

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business 2000 Minute Package plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 2000 minutes of usage: *	$96.00

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.0550

* This charge is the same as the Monthly Service Charge identified in the Company's Interstate Business Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the customer.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.24 BellSouth® Business 5000 Minute Package Plan

The BellSouth® Business 5000 Minute Package plan is a direct dialed long distance service offered to business Customers from switched or dedicated access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Business 5000 Minute Package plan provides the Customer with 5000 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge. Additional usage over the initial 5000 minutes will be billed on a flat rate per minute basis. No term discount is applicable to this service. The 5000 plan minutes cannot be used for calls to 900 services, international calling, calling card, directory assistance or operator services calls. In order to be eligible for this plan, Customers must presubscribe to BellSouth Long Distance or the Company's affiliated incumbent local exchange entity for intraLATA service and must also presubscribe to BellSouth Long Distance for interLATA long distance service. **(T)** | **(T)**

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business 5000 Minute Package plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 5000 minutes of usage: *	$225.00

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.0500

* This charge is the same as the Monthly Service Charge identified in the Company's Interstate Business Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the customer.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.25 BellSouth® Business Unlimited IntraLATA Plan

The BellSouth® Business Unlimited IntraLATA plan is a direct dial domestic outbound long distance voice service available to business Customers with one to twenty switched access lines, one BellSouth® Primary Rate ISDN (PRI) or one BellSouth® Integrated Solutions - T-1 (T-1). Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Business IntraLATA plan provides unlimited intrastate intraLATA toll calling which originates and terminates within the same intraLATA toll calling area for a monthly charge. Intrastate interLATA toll calls are provided at usage rates specified below. BellSouth® Primary Rate ISDN and BellSouth® Integrated Solutions - T-1 are services provided by the Company's affiliated incumbent local exchange entity.

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This plan is only offered in conjunction with the corresponding interstate BellSouth® Business Unlimited IntraLATA plan. This service is not offered on an intraLATA or intrastate only basis. This plan does not provide call detail information on the Customer's monthly bill for eligible unlimited intraLATA calling. Customers may choose to **(T)**
receive this call detail information for an additional monthly charge. **(T)**

Toll free service is available with this plan for Customers who also subscribe to BellSouth® Business Easy Toll Free plan. The provisions and rates and charges of the BellSouth® Business Easy Toll Free plan will apply as described in Section 4.3.11 of this tariff except that usage rates are specified below.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.25 BellSouth® Business Unlimited IntraLATA Plan, (cont'd.)

(A) Customer Eligibility Criteria

In order to be eligible for this plan, the Company must be able to verify that the Customer meets the following eligibility requirements. If the Company determines that the Customer's use of service violates any of these restrictions the Company, at its sole option, may move the Customer to another plan or suspend, restrict or cancel the Customer's service without prior notice. **(T)**

(1) Must have a business location with 20 business lines or fewer, or one PRI or one T-1 at a single location on a single billing account. Customers who exceed these line sizes are not eligible for this plan. All lines, PRI or T-1 at the location must subscribe to this plan;

(2) Must presubscribe to BellSouth Long Distance for both intraLATA and interLATA long distance service on all lines covered by this plan; and,

(3) Must be a local service Customer of the Company's affiliated local exchange entity on each line, PRI or T-1 at each location under this plan and subscribe to a local service contract offered by that entity for all lines covered by this plan and receive billing for this service from the Company's affiliated local exchange entity.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.25 BellSouth® Business Unlimited IntraLATA Plan, (cont'd.) (N)

(B) Rates and Charges

(1) Monthly Recurring Charge*

The following monthly recurring charge applies based on the number of switched access lines or type of service subscribed to this plan.

Direct Dial Service:

1 - 5 Line Option	$14.95
6 - 10 Line Option	$24.95
11 - 20 Lines, one PRI or one T-1 Option	$39.95

Toll-free Inbound Service: See Section 4.3.11

(2) Per Call Rates

	Initial 30 Seconds	Each Add'l 6 Seconds
(a) Direct Dial Rates		
IntraLATA rates	$0.000	$0.000
InterLATA rates	$0.035	$0.007
(b) Toll-free Inbound Rates		
IntraLATA rates	$0.035	$0.007
InterLATA rates	$0.035	$0.007

(N)

* This monthly recurring charge is identical to the monthly recurring charge identified in the Company's Interstate Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the customer. (N) (N)

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BY: EXECUTIVE DIRECTOR

Issued: November 12, 2003

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.25 BellSouth® Business Unlimited IntraLATA Plan, (cont'd.) **(T)**

(B) Rates and Charges, (continued) **(T)**

(3) Call Detail Monthly Recurring Charge* **(N)**

The following monthly recurring charge applies to Customers choosing to receive call detail information based on the number of switched access lines or type of service subscribed to this plan.

Line Option

1 - 5 Line Option	$5.00	
6 - 10 Line Option	$15.00	
11 - 20 Line, one PRI or one T-1 Option	$35.00	**(N)**

* This monthly recurring charge is identical to the monthly recurring charge identified in the Company's Interstate Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer. **(N)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.25 BellSouth® Business Unlimited IntraLATA Plan, (cont'd.)

(C) Plan Limitations

(D)
(D)

(1) Customer lines, PRI or T-1 associated with educational institutions (colleges, universities, etc.) or other businesses that aggregate end user traffic are not eligible for this plan service. **(T)**

(2) Unlimited intrastate intraLATA usage does not include multi-party conference calls (except those placed by using the Three-Way Calling features are included), calls to 900, 976, 700 numbers or other calls to access information services, directory assistance, calling card, operator services or international callings services and toll free calling services. **(T)**

(3) This plan service is not available for resale. **(T)**

(4) Term discounts are not applicable to this service. **(T)**

(5) Service under this plan cannot be used with the following applications or services: call center environment or in connection with any similar such application, auto-dialers or any similar type or device, PBX or PBX-like equipment, data transmission equipment, Centrex service, foreign exchange service, public telephone services, broadcast facsimile services or the equivalents of any such services. **(T)** **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.25 BellSouth® Business Unlimited IntraLATA Plan, (cont'd.)

(C) Plan Limitations, (continued)

(6) This plan is not available to Customers with an account that bills to another number or is the recipient of charges billed from another number. **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.26 BellSouth® Business Unlimited Plan

The BellSouth® Business Unlimited plan is a direct dialed domestic outbound long distance voice service offered to business Customers with one to twelve switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Business Unlimited plan provides the Customer with unlimited minutes of interexchange intrastate long distance usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply). This plan does not provide call detail information on the Customer's monthly bill for usage eligible for unlimited calling but does provide call detail information for usage not included in the unlimited calling. Customers may choose to receive this call detail information for an **(T)**
additional monthly recurring charge. This service is only offered in conjunction with the **(T)**
corresponding interstate BellSouth® Business Unlimited plan. This service is not offered on an intraLATA or intrastate only basis.

Toll free service is available with this plan for Customers who also subscribe to the BellSouth® Business Easy Toll Free plan. The provisions and rates and charges of the BellSouth® Business Easy Toll Free plan will apply as described in Section 4.3.11 of this tariff except that usage rates are specified below. Toll free usage is not included in the unlimited usage.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.26 BellSouth® Business Unlimited Plan, (cont'd.)

(A) Rates and Charges

(1) Monthly Recurring Charge* **(T)**

The following monthly recurring charge applies for eligible unlimited plan usage based on the number of lines subscribed to this plan:

Direct Dial Service

Number of Lines		
1	$20.00	**(I)**
2	$35.00	**(I)**
3	$50.00	**(I)**
4	$65.00	**(I)**
5	$80.00	**(I)**
6	$95.00	**(I)**
7	$110.00	**(I)**
8	$125.00	**(I)**
9	$140.00	**(I)**
10	$155.00	**(I)**
11	$170.00	**(I)**
12	$185.00	**(I)**

(2) Toll Free Inbound Service

(a) Monthly Recurring Charges: See Section 4.3.11 of this tariff

(b) Toll Free Inbound Per Minute Rate: $0.06

All toll free inbound calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds.

* This charge is the same as the Monthly Recurring Charge identified in the Company's Interstate Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer. **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.26 BellSouth® Business Unlimited Plan, (cont'd.)

(A) Rates and Charges, (continued)

(3) Call Detail Monthly Recurring Charge* **(T)**

The following monthly recurring charge applies for call detail information based on the number of lines subscribed to this plan:

Number of Lines		
1	$5.00	**(I)**
2	$10.00	**(I)**
3	$15.00	**(I)**
4	$20.00	**(I)**
5	$25.00	**(I)**
6	$30.00	**(I)**
7	$35.00	**(I)**
8	$40.00	**(I)**
9	$45.00	**(I)**
10	$50.00	**(I)**
11	$55.00	**(I)**
12	$60.00	**(I)**

* This charge is the same as the Monthly Recurring Charge identified in the Company's Interstate Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer. **(T)** | **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.26 BellSouth® Business Unlimited Plan, (cont'd.)

(B) Customer Eligibility Criteria:

In order to be eligible for this plan, the Company must be able to verify that the Customer meets the following eligibility requirements. If the Company determines that the Customer's use of service violates any of these restrictions the Company, at its sole option, may move the Customer to another plan or suspend, restrict or cancel the Customer's service without prior notice. Customers are eligible for this service if they meet the following requirements:

(1) Customers must be new or existing subscribers to BellSouth Long Distance and must also be new or existing subscribers to the Company's affiliated incumbent local exchange carrier. Customers must subscribe to BellSouth® Complete Choice® For Business plan offered by the Company's affiliated incumbent local exchange carrier on each line at each location under this plan. The Customer must also receive billing for each of these services from the Company's affiliated incumbent local exchange carrier.

(2) At the time of subscription to this plan, Customers must subscribe to a local service term agreement with the Company's affiliated incumbent local exchange carrier.

(3) This plan is available to business Customers with one to twelve business lines at a single location and on a single billing account. All lines at the location must subscribe to this plan.

(4) Customers must presubscribe to BellSouth® Business Unlimited plan for both intraLATA and interLATA usage on all lines that are at a single location and on a single billing account.

(D)
(D)

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.26 BellSouth® Business Unlimited Plan, (cont'd.)

(B) Customer Eligibility Criteria, (continued):

(5) Unlimited plan usage does not include multi-party conference calls (except those calls placed by using the Three-Way Calling feature are included), calls to 900, 976, 700 numbers and other calls to access information services, directory assistance, calling card, operator services, international calling and toll free calling services. **(T)**

(6) This plan is not available for resale. **(T)**

(7) This plan is not available to Customers with an account that bills to another number or is the recipient of charges billed from another number. **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.26 BellSouth® Business Unlimited Plan, (cont'd.)

(B) Customer Eligibility Criteria, (continued):

(8) Service under this plan cannot be used with the following applications or services: call center environment or in connection with any similar such application, auto-dialers or any similar type of device, PBX or PBX-like equipment, data transmission equipment, Centrex service, foreign exchange service, public telephone services, ISDN services, broadcast facsimile services or the equivalents of any such services. **(T)** **(T)** **(T)**

(9) Customers on this plan may only place as many concurrent calls as they have individual lines subscribed to under this plan. **(T)**

(10) Term discounts are not applicable to this service. **(T)**

(11) Customer lines associated with education institutions (colleges, Universities, etc.) or other businesses that aggregate end user traffic are not eligible for this plan. **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.27 BellSouth® Business Monthly Saver Plan II (N)

The BellSouth® Business Monthly Saver plan II is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code and the terminating number to complete a call utilizing this service.

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Monthly Saver plan II. This service is not offered on an intraLATA only basis.

Customers to this service are required to commit to a BellSouth Long Distance term plan of one year or longer and a minimum monthly commitment charge.

The Customer will be billed the minimum monthly commitment amount if actual usage is below the commitment amount in any month. Usage over the minimum monthly commitment amount may not be carried over to future months to satisfy the commitment amount. The commitment amount can be reached by any combination of intrastate, interstate or international usage. Per minute rates for interstate and international usage are available in the Company's Business Services Pricing and Service Guide. Surcharges, taxes and other similar fees shall not be included in the calculation for the determination of whether the minimum monthly commitment amount has been meet. Term discounts apply to actual intrastate and interstate usage only.

(A) Minimum Monthly Commitment

$500.00	$0.0600
$1,000.00	$0.0580
$2,000.00	$0.0570

(N)

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.27 BellSouth® Business Monthly Saver Plan II, (cont'd.) (N)

(B) Term Plans

A term plan discount, based on the length of the term chosen by the Customer, shall be applied to the Per Minute Rate for this plan. Term plan discounts apply to intrastate and interstate usage after commitment determinations are made. Term plan discounts are calculated on actual usage and will not apply to any shortfall payments from the Customer due to the Customer's failure to meet his minimum monthly commitment.

(1) Term Plan Discounts

	Discount %
One Year Term	5.00 %
Two Year Term	8.00 %
Three Year Term	14.00 %

(2) Termination Charge

Customers who cancel their term plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the term plan discount the Customer has received up to the point of cancellation. (N)

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.28 BellSouth® Business Integrated Solutions 2000 Minutes Plan **(T)**

The BellSouth® Business Integrated Solutions 2000 Minutes plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Business Integrated Solutions 2000 Minutes plan provides the Customer with 2,000 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge. Additional usage over the initial 2,000 minutes will be billed on a flat rate per minute basis. No term discount is applicable to this service. The 2000 plan minutes cannot be used for calls to 900 services, international calling, calling card, directory assistance or operator services calls. **(T)** **(T)**

Customers of this plan must subscribe to one of the following services offered by the Company's affiliated incumbent local exchange entity: BellSouth® Integrated Solutions, BellSouth® Centrex Service, BellSouth® Dedicated Internet Access or BellSouth® Primary ISDN and to a local service term agreement from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to Business Message Telecommunications Service without further notice until such time as the Customer selects another Company service.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Integrated Solutions 2000 Minutes plan. This service is not offered on an intraLATA only basis. **(T)**

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BellSouth Long Distance, Inc.
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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.28 BellSouth® Business Integrated Solutions 2000 Minutes Plan, (cont'd.) **(T)**

(A) Monthly Service Charge

Charge for initial 2,000 minutes of usage: * $80.00

(B) Additional Per Minute Usage Charge

Each additional minute: $0.0490

* This charge is the same as the Monthly Service Charge identified in the Company's Interstate Business Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.29 BellSouth® Business Integrated Solutions 5000 Minutes Plan **(T)**

The BellSouth® Business Integrated Solutions 5000 Minutes plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Business Integrated Solutions 5000 Minutes plan provides the Customer with 5,000 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge. Additional usage over the initial 5,000 minutes will be billed on a flat rate per minute basis. No term discount is applicable to this service. The 5000 plan minutes cannot be used for calls to 900 services, international calling, calling card, directory assistance or operator services calls. **(T)** **(T)**

Customers of this plan must subscribe to one of the following services offered by the Company's affiliated incumbent local exchange entity: BellSouth® Integrated Solutions, BellSouth® Centrex Service, BellSouth® Dedicated Internet Access or BellSouth® Primary ISDN and to a local service term agreement from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to Business Message Telecommunications Service without further notice until such time as the Customer selects another Company service.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Integrated Solutions 5000 Minutes plan. This service is not offered on an intraLATA only basis. **(T)**

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.29 BellSouth® Business Integrated Solutions 5000 Minutes Plan, (cont'd.) **(T)**

(A) Monthly Service Charge

Charge for initial 5,000 minutes of usage: *	$200.00

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.0450

* This charge is the same as the Monthly Service Charge identified in the Company's Interstate Business Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.30 BellSouth® Business Value Plan (N)

The BellSouth® Business Value Plan is a direct dialed outbound long distance service offered to Business Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

The monthly recurring charge for this plan will be waived for Customers who subscribe to BellSouth® Complete Choice® for Business Plan provided by the Company's affiliated incumbent local exchange entity, a local term agreement provided by the Company's affiliated incumbent local exchange entity, or a BellSouth Long Distance term agreement.

All calls are billed in one minute (1) increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Value Plan. This service is not offered on an intrastate ATA only basis.

(A) Monthly Recurring Charge

Monthly Charge (per account)*	$1.00

(B) Per Minute Rate

Per Minute Charge	$0.1000 (N)

* This charge is the same as the Monthly Recurring Charge identified in the Company's Interstate Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the customer. (N)

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.30 BellSouth® Business Value Plan, (cont'd.) (N)

(C) Term Plans

Term plan discounts are available for the Per Minute Rate for this plan. Term plan discounts do not apply to the Monthly Recurring Charge. Term plan discounts are calculated on all intrastate and interstate usage as follows:

(1)

Term Plan Discounts	Discount %
One Year Term	5.00 %
Two Year Term	8.00 %
Three Year Term	14.00 %

(2) Termination Charge

Term plan Customers who cancel their plan prior to the end of the contract will be subject to a termination charge equal to the amount of the discount the Customer has received up to the point of cancellation. (N)

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.4 Travel Services

4.4.1 Travel Service

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

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

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.4 Travel Services, (Cont'd.)

4.4.1 Travel Service, (cont'd.)

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

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

	Company Travel Card	LEC Calling Card	Billed Collect	Billed to 3rd Party
Station-to-Station				
Fully Automated	$0.95[1]	$0.95[1]	$3.55	N/A
Operator Assisted	$3.95	$4.95	$4.95	$5.85[1]
Operator Dialed	$3.95	$4.95	$4.95	$5.85
Person-to-Person				
Operator Assisted	$9.45	$9.45	$9.45	$9.45
Operator Dialed	$9.45	$9.45	$9.45	$9.45

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

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.4 Travel Services, (Cont'd.)

4.4.2 Preferred Travel Service

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

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

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.4 Travel Services, (Cont'd.)

4.4.2 Preferred Travel Service, (cont'd.)

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

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

	Company Preferred Travel Card	Billed Collect	Billed To Third Party
Station-to-Station			
Fully Automated	$0.00[1]	$3.55	N/A
Operator Assisted	$3.95	$4.95	$5.85[1]
Operator Dialed	$3.95	$4.95	$5.85
Person-to-Person			
Operator Assisted	$9.45	$9.45	$9.45
Operator Dialed	$9.45	$9.45	$9.45

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

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SECTION 4 - RESIDNETIAL AND BUSINESS SERVICES, (CONT'D.)

4.5 Operator Services

4.5.1 Residential Operator Services

Residential Operator Services are provided to Customers with presubscribed Residential Access Lines. Residential Operator Services allow the caller to place a call and arrange for billing to the presubscribed Residential Access Line or to an alternate billing arrangement. Usage charges and appropriate service charges will be assessed on a per call basis. **(T)**

(A)	Initial Billing Increment:	One Minute
(B)	Each Additional Billing Increment:	One Minute
(C)	Recurring Charges:	$0.00
(D)	Non-Recurring Charges:	$0.00
(E)	Minimum Monthly Commitment:	None
(F)	Term Plan Available:	No
(G)	Standard Per Minute Usage Charges	$0.6900

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.5 Operator Services, (Cont'd.)

4.5.1 Residential Operator Services, (cont'd.)

(H) Per call service charges:

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

	BellSouth Card	LEC Calling Card	Comm. Credit Card[1]	Billed Collect	Billed to Third Party[1]	Billed to Line[1]
Station to Station						
Fully Automated	$2.10[1]	$4.45[1]	$4.45[1]	$3.55	$3.55	$3.55
Operator Assisted	$4.95	$4.95	$4.95	$4.95	$5.85[1]	$5.85[1]
Operator Dialed	$4.95	$4.95	$4.95	$4.95	$5.85	$5.85
Person to Person						
Operator Assisted	$9.45	$9.45	$9.45	$9.45	$9.45	$9.45
Operator Dialed	$9.45	$9.45	$9.45	$9.45	$9.45	$9.45

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[1] Where this billing option is available. Billed to Line may also be billed as Sent Paid service.

(D)

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.5 Operator Services, (Cont'd.)

4.5.2 Business Operator Services

Business Operator Services are provided to Customers with presubscribed Business Access Lines. Business Operator Services allow the caller to place a call and arrange for billing to the presubscribed Business Access Line or to an alternate billing arrangement. Usage charges and an appropriate service charge will be assessed on a per call basis. **(T)**

(A)	Initial Billing Increment:	One Minute
(B)	Additional Billing Increment:	One Minute
(C)	Recurring Charges:	$0.00
(D)	Non-Recurring Charges:	$0.00
(E)	Minimum Monthly Commitment:	None
(F)	Term Plan Available:	No
(G)	Standard Per Minute Usage Charges:	$0.6900

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.5 Operator Services, (Cont'd.)

4.5.2 Business Operator Services, (cont'd.)

(H) Per call service charges:

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

	BellSouth Card	LEC Calling Card	Comm. Credit Card[1]	Billed Collect	Billed to Third Party[1]	Billed to Line[1]
Station to Station						
Fully Automated	$2.10[1]	$4.45[1]	$4.45[1]	$3.55	$3.55	$3.55
Operator Assisted	$4.95	$4.95	$4.95	$4.95	$5.85[1]	$5.85[1]
Operator Dialed	$4.95	$4.95	$4.95	$4.95	$5.85	$5.85
Person to Person						
Operator Assisted	$9.45	$9.45	$9.45	$9.45	$9.45	$9.45
Operator Dialed	$9.45	$9.45	$9.45	$9.45	$9.45	$9.45

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[1] Where this billing option is available. Billed to Line may also be billed as Sent Paid service.

(D)

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.5 Operator Services, (Cont'd.)

4.5.3 Aggregator Operator Services

Aggregator Operator Services are provided to Aggregator locations as defined herein. Aggregator Operator Services allow the caller to place a call and arrange for billing other than to the originating telephone number. Usage charges and an appropriate service charge will be assessed on a per call basis. For calls made using a telephone company card or commercial credit card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charges prior to billing to a third party telephone number.

(A)	Initial Billing Increment:	One Minute
(B)	Additional Billing Increment:	One Minute
(C)	Recurring Charges:	$0.00
(D)	Non-Recurring Charges:	$0.00
(E)	Minimum Monthly Commitment:	None
(F)	Term Plan Available:	No
(G)	Standard Per Minute Usage Charges:	$0.6900

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.5 Operator Services, (Cont'd.)

4.5.3 Aggregator Operator Services, (cont'd.)

(H) Per call service charges:

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

	BellSouth Card	LEC Calling Card	Comm. Credit Card[1]	Billed Collect	Billed to Third Party[1]	Billed to Line[1]
Station to Station						
Fully Automated	$2.10[1]	$4.45[1]	$4.45[1]	$3.55	$3.55	$3.55
Operator Assisted	$4.95	$4.95	$4.95	$4.95	$5.85[1]	$5.85[1]
Operator Dialed	$4.95	$4.95	$4.95	$4.95	$5.85	$5.85
Person to Person						
Operator Assisted	$9.45	$9.45	$9.45	$9.45	$9.45	$9.45
Operator Dialed	$9.45	$9.45	$9.45	$9.45	$9.45	$9.45

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[1] Where this billing option is available. Billed to Line may also be billed as Sent Paid service.

(D)

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.5 Operator Services, (Cont'd.)

4.5.4 Casual Calling Operator Services

Casual Calling Operator Service is provided to Residential and Business Customers for originating calls when away from the home or office. Usage charges and an appropriate service charge will be assessed on a per call basis.

(A)	Initial Billing Increment:	One Minute
(B)	Additional Billing Increment:	One Minute
(C)	Recurring Charges:	$0.00
(D)	Non-Recurring Charges:	$0.00
(E)	Minimum Monthly Commitment:	None
(F)	Term Plan Available:	No
(G)	Standard Per Minute Usage Charges:	$0.6900

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.5 Operator Services, (Cont'd.)

4.5.4 Casual Calling Operator Services, (cont'd.)

(H) Per call service charges:

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

	BellSouth Card	LEC Calling Card	Comm. Credit Card[1]	Billed Collect	Billed to Third Party[1]	Billed to Line[1]
Station to Station						
Fully Automated	$2.10[1]	$4.45[1]	$4.45[1]	$3.55	$3.55	$3.55
Operator Assisted	$4.95	$4.95	$4.95	$4.95	$5.85[1]	$5.85[1]
Operator Dialed	$4.95	$4.95	$4.95	$4.95	$5.85	$5.85
Person to Person						
Operator Assisted	$9.45	$9.45	$9.45	$9.45	$9.45	$9.45
Operator Dialed	$9.45	$9.45	$9.45	$9.45	$9.45	$9.45

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[1] Where this billing option is available. Billed to Line may also be billed as Sent Paid service.

(D)

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.6 Directory Assistance

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

Rate Per Call:	$1.20
Directory Assistance Call Completion (additional charge)[1]	$0.45

4.7 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs and placed using a certified relay service. The credit to be given on a subsequent bill for such calls will be 50% of the billed charges. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

This credit will only be issued for Message Telecommunications Services, both Residential and Business, as defined in Sections 4.2.1 and 4.3.1 of this tariff.

The credit to be given for such calls placed by TDDs will be equal to 50% of the rate for the applicable rate period.

4.8 Employee Discounts

Eligible employees and retirees of the Company or eligible affiliated companies will be given a 15% discount off of all interexchange toll services subscribed to from Section 4.2 of this tariff. Discounts will not be applied to taxes, universal service fees or similar charges.

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[1] Available where facilities permit. May not be available to all Customers. (T)

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SECTION 4 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.9 Residential and Non-Complex Business Pay Telephone Surcharge

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

Per Call Surcharge: $0.65 **(I)**

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SECTION 5 - PROMOTIONS

5.1 Promotions - General

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

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SECTION 6 - CONTRACTS FOR SERVICE

6.1 General

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

6.1.1 Term Plans - Tariffed services provided by the Company may be offered under contract at discounted rates to Customers who agree to use the Company's services for specific time periods or meet other service specific criteria designated by the Company. Plan availability, qualifications, and rates for services offered with Term Plans are specified on a per service basis as described in the applicable tariff section for the individual service or package of services. Rules and regulations associated with each Term Plan are listed in this section of the tariff. Unless otherwise specified, services furnished under a Term Plan are subject to all general rules and regulations applicable to the provision of service by the Company as stated elsewhere in this tariff.

6.1.2 Customized Pricing Arrangements (CPA) - Under appropriate circumstances, the Company may enter into Customer-specific CPAs furnished in lieu of existing tariff offerings to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each CPA shall be negotiated on an individual case basis (ICB) and be mutually agreed upon between the Customer and the Company. CPAs may include discounts off of rates contained in this tariff, waivers of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the CPA may be based partially or completely on a term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

CPAs will be offered under contract and will be made available to similarly situated Customers. An applicant requesting a CPA contract must not be under another CPA contract for the same service, in breach of any Company agreement or obligation, nor have any outstanding past due balances with the Company in order to request such services on a CPA.

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.2 Contract Dispute Resolution (Term Plans and CPAs)

6.2.1 Parties

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

6.2.2 Dispute Resolution Process

The Parties agree to use good faith efforts to resolve any dispute promptly and fairly. In the event that the Parties are unable to resolve the dispute by negotiation, either Party may file a complaint with the Commission in accordance with 807 KAR 5:006, Section 9.

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

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

6.2.3 [Reserved for Future Use]

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.3 Term Plans

6.3.1 General

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

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

6.3.2 Application of Rates and Charges

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

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.3 Term Plans, (Cont'd.)

6.3.3 Termination Liability Charge

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

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

The tariff provisions concerning termination liability for recurring charges only shall not be applicable to any state, county, or municipal governmental entity when there is in effect as a result of action by such entity and through a duly constituted legislative, administrative, or executive body: a statute; an ordinance; a policy directive; or a constitutional provision which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Provided, however, that if the governmental entity cancels the service for any reason other than the unavailability of funds, the termination liability provisions in the tariff shall apply.

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.3 Term Plans, (Cont'd.)

6.3.4 Additions to Services

(A) Additions of services or rate elements for a service under a Term Plan must be under the same Term Plan arrangement at rates and charges as specified in Section 6.3.1. (T)

(B) Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects in Section 6.3.5. (T)

(C) Installation and any other nonrecurring charges, as specified in this tariff, will apply to the added services.

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.3 Term Plans, (Cont'd.)

6.3.5 Disconnect of Services

(A) When a service or rate element, included under a Term Plan arrangement, is disconnected prior to expiration of the selected service period, Termination Liability Charges may apply as set forth in Section 6.3.3. Remaining services or rate elements will not be affected by such disconnections. **(T)**

(B) When a tariffed service under a Term Plan arrangement is disconnected prior to the expiration of a selected service period as a result of a Customer requested change of a service which is specifically allowed without Termination Liability Charge as set forth in that service's tariff, Termination Liability Charges will not apply when the completed service period is at least the minimum period allowable under the specific service's Payment Option (as defined in the service's specific tariff section).

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6.3 Term Plans, (Cont'd.)

6.3.6 Requests for Changes in Length of Optional Payment Period

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

(A) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement subject to the following conditions:

- **(1)** No credit will be given for payments made during the formerly selected period.
- **(2)** The new payment period begins with the new Term Plan arrangement effective date,
- **(3)** No termination charge applies for the remaining portion of the former payment period.
- **(4)** Nonrecurring charges will not be reapplied.

(B) A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement subject to the following conditions:

- **(1)** No credit will be given for payments made during the formerly selected period.
- **(2)** The new payment period begins with the new Term Plan arrangement effective date.
- **(3)** A Termination Liability Charge applies for the remaining portion of the former payment period.
- **(4)** Nonrecurring charges will not be reapplied.

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6.3 Term Plans, (Cont'd.)

6.3.7 Renewal Options

(A) The Customer may renew a Term Plan according to one of the following renewal options:

(1) **Renewal Option 1 -** Prior to completion of the current payment period, an additional payment period available under the Term Plan arrangement may be selected at the rates in affect for new Customers at the time of the renewal. The Customer will be charged at the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.

(2) **Renewal Option 2 -** If the Customer does not elect an additional payment period or does not request discontinuance of service at least 30 days prior to the expiration of the current Term, service will be continued on a month-to-month basis at the current rate for the one-month payment period (base rate), unless otherwise specified in this tariff. The Customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one-month service will be subject to Company-initiated rate adjustments when approved by regulatory authority.

(B) Non-Recurring charges are not applicable for rate elements renewed under a Term Plan. Any new rate element added at the time of renewal will be subject to all appropriate non-recurring charges.

(C) The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.

(D) When a Customer renews a Term Plan arrangement, the rates and charges in effect on the first day of service of the renewal will apply.

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.3 Term Plans, (Cont'd.)

6.3.8 Transfer of Service

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

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.3 Term Plans, (Cont'd.)

6.3.9 Moves of Service(s)

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

(A) The original and new premises locations must be in Company territory within the same state.

(B) The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.

(C) No lapse in billing will occur for moves of service under Term Plans,

(D) Orders to disconnect the existing service and re-establish it at the new location must be related.

(E) Any rate elements from the original location that are not re-established at the new location will be subject to applicable Termination Liability Charges.

(F) All regulations and charges for changes made to the service coincident to that move shall apply.

(G) All appropriate nonrecurring charges for moves of service as specified in the appropriate tariff section for the individual service and/or service package Term Plan.

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.4 Payments

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

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

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

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.5 Deposits, Advance Payments and Right to Refuse Service

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

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

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SECTION 7.0 – COMPLEX VOICE SERVICES

7.1 General

7.1.1 The services offered in this Section of the tariff are intended for those Customers who commit to an Integrated Service Package plan as described in Section 10 of this tariff. Customers who do not commit to an Integrated Service Package plan will be billed the base rates indicated herein with no discounts.

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

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

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

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

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

7.1.7 Dedicated Access lines, if utilized, are provided and billed to the Customer by the Company or by another Dedicated Access provider. Charges for Dedicated Access lines are determined by the Dedicated Access provider. Charges for Company provided Dedicated Access services may be found in Section 9 of this tariff.

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

7.1.9 Long Distance Voice VPN service is available to Customers served from locations within the state. **(N)** **(N)**

7.1.10 Long Distance Calling Card service is available from originating locations within the state. **(N)** **(N)**

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.1 General, (Cont'd.)

7.1.11 As an alternative to local channels provided by the Company, the Customer may provide its own local channels or obtain such channels from an alternative access vendor (i.e. "Customer Provided Access"). Such interconnection of Company provided services with Customer Provided Access facilities is described in Section 9.1 of this tariff. **(N)**

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.2 Timing of Calls

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

7.2.1 Timing of each call begins when the called station is answered (i.e. when two-way communications are established). Answer detection is based on standard industry methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person-to-Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.

7.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.

7.2.3 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

7.2.4 Time-of-day designations may be used in this tariff to indicate rate period boundaries. Rate periods begin at the first time of day designation and continue up to but not including the second time of day designation.

7.2.5 Calls will be billed at the rate in effect during the call, with two rates applied if the call spans over more than one billing rate period.

7.2.6 When a time-of-day designation is used in a price plan, the Time Zone of the subscribing party will be used for time and rate calculations.

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.3 Rate Periods and Holidays

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

7.4 Service Descriptions

7.4.1 BellSouth® Dial Direct Service

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

Dial Direct service is available to Customers who: 1) presubscribe their local access lines to the Company's network or 2) purchase Dedicated Access facilities to connect their premises to Company's access points or Points of Presence. **(T)**

(A) BellSouth® Dial Direct Service - Switched Access

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

(B) BellSouth® Dial Direct Service - Dedicated Access

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

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7.4 Service Descriptions, (Cont'd.)

7.4.2 BellSouth® Toll-Free Service

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

Toll-Free service may terminate to Customer local exchange access lines using Switched Access or Dedicated Access termination. Customers with larger call volumes may have inbound calls routed to Dedicated Access facilities connecting the Customer's premises directly with the BellSouth Long Distance Interexchange Network. **(T)**

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

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

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

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

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.4 Service Descriptions, (Cont'd.)

7.4.3 Complex Voice Operator Services (T)

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

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

Charges for Operator Services vary based on billing method and type of call. Customers may bill the charges for a call to a Calling Card, LEC Calling Card, Collect to the called party, to a Third Party, or to the telephone number the call is dialed from (if applicable). For calls made using a LEC Calling Card as payment, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. The Company reserves the right to verify acceptance of charges prior to billing to a Third Party telephone number. (T)

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

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.4 Service Descriptions, (Cont'd.)

7.4.3 Complex Voice Operator Services, (cont'd.) (T)

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

(A) **Station-to-Station Fully Automated** - The Customer enters the necessary calling card digits or other billing information (e.g., name of called party for Collect Calls) when prompted by the Company's automated operator system. (T)

(B) **Station-to-Station Operator Assisted** - The Customer dials the destination number and utilizes the assistance of a live operator to bill the call (e.g., operator enters calling card digits or other billing information).

(C) **Station-to-Station Operator Dialed** - The Customer utilizes the assistance of a live operator to enter the destination number and bill the call (e.g., operator enters calling card digits or other billing information).

(D) **Person-to-Person Operator Assisted** - The Customer dials the destination number and utilizes the assistance of a live operator to bill the call (e.g., operator enters calling card digits or other billing information). Call charges do not apply unless the caller reaches the requested individual, particular mobile station, particular station, room, department or office through a PBX attendant, or an agreed upon alternative.

(E) **Person-to-Person Operator Dialed** - The Customer utilizes the assistance of a live operator to enter the destination number and bill the call (e.g., operator enters calling card digits or other billing information.) Call charges do not apply unless the caller reaches the requested individual, particular mobile station, particular station, room, department or office through a PBX attendant, or an agreed upon alternative.

(F) In addition, Directory Assistance is available to Customers who utilize the Company's Operator Service. Customers must dial 00- to reach the Company's Directory Assistance Bureau. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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7.4 Service Descriptions, (Cont'd.)

7.4.4 BellSouth® Long Distance Voice VPN (N)

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

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

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

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.4 Service Descriptions, (Cont'd.)

7.4.5 BellSouth® Long Distance Calling Card (N)

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

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

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

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.5 Rates and Charges

7.5.1 General

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

Customers are charged individually for each call placed through the Company. Call duration is determined as described in Section 7.2 of this tariff.

BellSouth®Dial Direct service and BellSouth® Toll-Free service are available under the Integrated Service Packages offerings in Section 10 of this tariff. Terms and conditions for the provision of Dial Direct service and Toll-Free service as part of an Integrated Service Package, including, without limitation, discounts, usage minimums, and term commitments are set forth in Section 10 of this tariff.

The rates and charges described in this section are the base rates and charges prior to any volume and term discounts given to the Customer. Customers who subscribe to Integrated Service Packages in Section 10 of this tariff may obtain discounts from these base rates and charges. **(T)**

Direct dial calls are billed in 18/6 second increments as specified in the Price Schedule in Section 7.5.2(A)(1). However, the average call length in a billing cycle must meet or exceed 30 seconds. The Company reserves the right to impute additional usage to bring the average call length up to a 30 second "minimum average" as appropriate.

Toll-free usage charges as shown in Section 7.5.2(A)(2) are based on toll-free usage of at least $100.00 per toll-free number per bill cycle. The Company reserves the right to impose a charge of $5.00 per toll-free number per bill cycle when usage falls below $100.00 for each such toll-free number.

Additionally, rates set forth herein do not include Dedicated Access channels and access-related charges (including without limitation, installation charges, inside wiring charges assessed by the Local Exchange Carrier (LEC), construction charges assessed by the LEC and distance and termination charges assessed by the LEC). Therefore, Dedicated Access channels and access-related charges are additional charges. Rates and charges for Dedicated Access channels provided by the Company are found in Section 9 of this tariff.

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.5 Rates and Charges, (Cont'd.)

7.5.2 Application of Rates and Charges

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

(1) Price Schedule

Initial/Additional Periods:	Switched Dial Direct: 18 Seconds / 6 Seconds
	Dedicated Dial Direct: 18 Seconds / 6 Seconds
	Switched Toll-Free: 18 Seconds / 6 Seconds
	Dedicated Toll Free: 18 Seconds / 6 Seconds
Non-Recurring Charges:	None
Recurring Charges:	None
Usage Charges:	See Usage Charges Table in this section.
Holiday/Time-of-Day Discounts:	No Holiday Discounts apply. No Time of Day (Peak/Off-Peak) Discounts are available.
Volume Disc./Commitment:	See Section 10: Integrated Service Packages.
Term Disc./Commitment:	See Section 10: Integrated Service Packages.
Other Discounts:	None.
Pay Telephone Surcharge:	See Section 7.5.2(A)(4): Pay Telephone Surcharge
Directory Assistance (DA):	$1.75 Per Call **(I)**

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.5 Rates and Charges, (Cont'd.)

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

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

(2) Usage Charges Table

	Switched Access		Switched/Dedicated Access		Dedicated/Dedicated Access	
Call Type	**Initial Period**	**Each Additional Period**	**Initial Period**	**Each Additional Period**	**Initial Period**	**Each Additional Period**
Dial Direct	$0.0261	$0.0087	$0.0183	$0.0061	N/A	N/A
Toll-Free	$0.0261	$0.0087	$0.0183	$0.0061	N/A	N/A
Voice VPN	$0.0261	$0.0087	$0.0183	$0.0061	$0.0090	$0.0030
Calling Card	$0.0261	$0.0087	$0.0261	$0.0087	N/A	N/A

(3) Service Charges

	Charges Per Call
Complex Voice Calling Card:	$0.70

(4) Pay Telephone Surcharge

	Charges Per Call
Pay Telephone Surcharge:	$0.60

(I)

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.5 Rates and Charges, (Cont'd.)

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

(B) Complex Voice Operator Services

(1) Price Schedule

Initial/Additional Periods:	One Minute / One Minute
Non-Recurring Charges:	$0.00
Recurring Charges	$0.00
Usage Rates:	See Section 4.5: Business Operator Services
Holiday/Time-of-Day Discounts:	Not Applicable
Volume Disc./Commitment:	Not Applicable
Term Disc./Commitment:	Not Applicable
Other Discounts:	Not Applicable
Pay Telephone Surcharge:	$0.60 Per Call **(I)**

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.5 Rates and Charges, (Cont'd.)

7.5.3 Complex Voice Plans (N)

(A) BellSouth® Over the Top 3% Plan

(1) This plan offers a three percent (3%) discount to intrastate BellSouth® Dial Direct service usage, BellSouth® Toll-Free service usage, and BellSouth® Long Distance Calling Card service usage and associated Calling Card service charges.

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

(a) The plan discounts will be applied in addition to and after the application of any appropriate volume and term discounts selected by the Customer, and any other eligible promotional discounts.

(b) The Customer must sign a BellSouth® Business Class Family of Services (BBCFS) agreement of at least one (1) year.

(c) This plan is coterminous with the Customer's BellSouth® Business Class Family of Services agreement.

(d) This plan is only available in conjunction with a Customized Pricing Arrangement (CPA) or similar plan for interstate and international complex voice services.

(e) The Customer must be situated in such a competitive environment that all standard, generally available rates and discounts are insufficient to provide a competitive effective rate with regard to the services being discounted herein.

(f) This plan is not available to existing Customers who have signed a BellSouth® Business Class Family of Services agreement. (N)

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.5 Rates and Charges, (Cont'd.)

7.5.3 Complex Voice Plans, (cont'd.) (N)

(A) BellSouth® Over the Top 3% Plan, (cont'd.)

(2) This plan is available to Customers under the following terms and conditions: (continued):

(g) This plan is not available in conjunction with the following promotions:

- BellSouth® Business Appreciation III
- BellSouth® Winning Choice
- BellSouth® Total Voice
- BellSouth® Total Voice Plus

(h) This plan is not available in conjunction with any CPA for intrastate services, unless otherwise state in the CPA.

(i) Plan discounts will apply to eligible services ordered under the services agreement provided that at least one such eligible service is installed and activated no later than sixty (60) days from the Customer's date of signature on the applicable enrollment form. (N)

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.5 Rates and Charges, (Cont'd.)

7.5.3 Complex Voice Plans, (cont'd.) (N)

(B) BellSouth® Over the Top 5% Plan

(1) This plan offers a five percent (5%) discount to intrastate BellSouth® Dial Direct service usage, BellSouth® Toll-Free service usage, and BellSouth® Long Distance Calling Card service usage and associated Calling Card service charges.

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

(a) The plan discounts will be applied in addition to and after the application of any appropriate volume and term discounts selected by the Customer, and any other eligible promotional discounts.

(b) The Customer must sign a BellSouth® Business Class Family of Services (BBCFS) agreement with a minimum monthly revenue commitment (MMC) of at least $200.00.

(c) This plan is coterminous with the Customer's BellSouth® Business Class Family of Services agreement.

(d) This plan is only available in conjunction with a Customized Pricing Arrangement (CPA) or similar plan for interstate and international complex voice services.

(e) The Customer must be situated in such a competitive environment that all standard, generally available rates and discounts are insufficient to provide a competitive effective rate with regard to the services being discounted herein.

(f) This plan is not available to existing Customers who have signed a BellSouth® Business Class Family of Services agreement. (N)

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.5 Rates and Charges, (Cont'd.)

7.5.3 Complex Voice Plans, (cont'd.) (N)

(B) BellSouth® Over the Top 5% Plan, (cont'd.)

(2) This plan is available to Customers under the following terms and conditions: (continued):

(g) This plan is not available in conjunction with the following promotions:

- BellSouth® Business Appreciation III
- BellSouth® Winning Choice
- BellSouth® Total Voice
- BellSouth® Total Voice Plus

(h) This plan is not available in conjunction with any CPA for intrastate services, unless otherwise state in the CPA.

(i) Plan discounts will apply to eligible services ordered under the services agreement provided that at least one such eligible service is installed and activated no later than sixty (60) days from the Customer's date of signature on the applicable enrollment form. (N)

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.5 Rates and Charges, (Cont'd.)

7.5.3 Complex Voice Plans, (cont'd.) (N)

(C) BellSouth® Over the Top Bonus Month Plan

(1) This plan offers a credit ("Free Month") in the amount equal to the Customer's monthly recurring and usage charges for one complete billing cycle for BellSouth® Long Distance service purchased under a BellSouth® Business Class Family of Services (BBCFS) agreement, except for services outlined below.

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

(a) The Customer must sign a BellSouth® Business Class Family of Services agreement of at least two (2) years.

(b) Free Month will be applied in, and calculated based on, the second monthly billing cycle (bill 2).

(c) Free Month shall be capped at the greater of $2,000 or 150% of the minimum monthly revenue commitment (MMC) in the Customer's BellSouth® Business Class Family of Services agreement. MMC credit will not exceed $10,000.

(d) This plan is coterminous with the Customer's BellSouth® Business Class Family of Services agreement.

(e) This plan is only available in conjunction with a Customized Pricing Arrangement (CPA) or similar plan for interstate and international complex voice services.

(f) The Customer must be situated in such a competitive environment that all standard, generally available rates and discounts are insufficient to provide a competitive effective rate with regard to the services being discounted herein. (N)

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.5 Rates and Charges, (Cont'd.)

7.5.3 Complex Voice Plans, (cont'd.) (N)

(C) BellSouth® Over the Top Bonus Month Plan, (cont'd.)

(2) This plan is available to customers under the following terms and conditions: (continued):

(g) This CPA is not available to existing Customers who have signed a BBCFS agreement.

(h) This plan is not available in conjunction with the following promotions:

- BellSouth® Business Appreciation III
- BellSouth® Winning Choice
- BellSouth® Total Voice
- BellSouth® Total Voice Plus
- BellSouth® Charter Credit (interstate promotion)

(i) This plan is not available in conjunction with any CPA for intrastate services, unless otherwise state in the CPA.

(j) Free Month will not apply to the following:

- International data services
- Any specially designed or specially constructed service or any customized feature not contained in this Tariff or not available as a general service offering
- Operator Services usage charges and associated service charges
- Directory Assistance
- Applicable local, county, state and federal taxes
- Other surcharges (N)

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.5 Rates and Charges, (Cont'd.)

7.5.3 Complex Voice Plans, (cont'd.) (N)

(C) BellSouth® Over the Top Bonus Month Plan, (cont'd.)

(2) This plan is available to Customers under the following terms and conditions: (continued):

(k) Free Month will apply to eligible services ordered under the services agreement provided that at least one such eligible service is installed and activated no later than sixty (60) days from the Customer's date of signature on the applicable enrollment form.

(l) Should the Customer terminate service prior to the selected BellSouth® Business Class Family of Services term, the benefits of this plan shall be null and void and the Customer will remunerate the Company for the Free Month credit received. (N)

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SECTION 8.0 - PRIVATE LINE SERVICE

8.1 Service Description

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

Local Access Channels and related facilities that may be required in conjunction with Private Line service are not included herein. Service descriptions, rates and charges for Local Access Channels and related facilities offered by the Company may be found in Section 9 of this tariff. As an alternative to local channels provided by the Company, the Customer may provide its own local channels or obtain such channels from an alternative access vendor (i.e. "Customer Provided Access"). Such interconnection of Company provided services with Customer Provided Access facilities is described in Section 9.1 of this tariff. (N) | | | (N)

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

8.1.1 The Company offers the following Private Line services:

(A) **DS-0 service -** a digital transmission service operating at speeds of 56 or 64 Kilobits per second (Kbps). Service can be delivered via analog or digital access (local loop) facilities

(B) **DS-1 service -** a digital transmission service operating at 1.544 Megabits per second (Mbps).

(C) **DS-3 service -** a digital transmission service operating at speeds of 44.736 Mbps.

(D) **OC-n service -** a broadband digital transmission service.

(E) **Fractional DS-1 service -** provides point-to-point (Customer premises to Customer premises) connectivity at speeds of 2 to 23 DS-0 circuits. The service is supported in 56/64 kbps increments. The Fractional DS-1 service can be delivered via DS-1, DS-3 or OC-n access.

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.1 Service Description, (Cont'd.)

8.1.1 The Company offers the following Private Line services (continued): **(T)**

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

8.2 Service Assurance Guarantee

8.2.1 Definitions

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

BellSouth Long Distance Interexchange Network - Refer to Section 1.

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

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

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

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

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.2 Service Assurance Guarantee, (Cont'd.)

8.2.1 Definitions, (cont'd.)

Calendar Month - Refer to Section 1.

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

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

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

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

Total Minutes in Calendar Month - Refer to Section 1.

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

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.2 Service Assurance Guarantee, (Cont'd.)

8.2.2 Availability Objective

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

For purposes of the performance objective included in Section 8.2, the Company's trouble management system determines the number of minutes of Circuit Non-Availability. The Circuit Non-Availability shall be deemed to commence with the Company's receipt from the Customer of a notice of the Circuit Non-Availability and the Company's issuance of a trouble ticket. The Circuit Non-Availability shall conclude upon the restoration of the Service. **(T)** **(T)**

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

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8.2 Service Assurance Guarantee, (Cont'd.)

8.2.3 Application of Service Assurance Guarantee

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

(A) The Customer may receive credits for a particular service pursuant to the performance objectives included in this section for a maximum of four (4) consecutive or a maximum of six (6) months in any twelve (12) month period. **(T)** **(T)**

(B) In the event that the Calendar Monthly Circuit Availability for a particular affected circuit falls below ninety-nine and ninety five hundredths of a percent (99.95%) for BellSouth Long Distance POP to BellSouth Long Distance POP circuit availability; and/or below ninety-nine and five tenths of a percent (99.50%) for End to End circuit availability, the Customer shall be eligible to receive a credit for such month in accordance with the following schedules. This credit shall be applied to the Customer's Private Line circuit monthly recurring charge for such circuit (which includes a fixed and a per mile monthly recurring charge and excludes Dedicated Access local channel charges) for such month (following application of any discounts or credits that the Customer is eligible to receive). The credits described in this paragraph, if applicable, shall be the Customer's sole and exclusive remedy for any and all service interruptions affecting the Customer's Private Line circuits provided by the Company. **(T)**

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.2 Service Assurance Guarantee, (Cont'd.)

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

(C) Private Line Credit Schedules

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

(T)
(T)

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

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

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

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.2 Service Assurance Guarantee, (Cont'd.)

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

(D) To be eligible for credits described in this section under this guarantee, the Customer must submit to the Company written documentation describing in reasonable detail the specific Private Line circuits affected by a service interruption, the location of the affected circuit, and specifically request the credits (Circuit Availability metric for BellSouth Long Distance POP to BellSouth Long Distance POP or End-to- End), for which the Customer believes are applicable under the service guarantee. The written notice must be sent to the Company within thirty (30) days of the conclusion of the service calendar month in which the requisite unavailability or service degradation occurs. In the event the Customer fails to comply with the written notice requirement within the thirty (30) day period described in the preceding sentence, the Customer shall, with respect to that remedy, have permanently waived the right to such remedy. **(T)** **(T)**

(E) The remedies included in this section are the Customer's sole and exclusive remedies and shall apply in lieu of any and all other service interruption guarantee or credit(s) or outage guarantee or credit(s) or performance credits for which the Customer may have otherwise been eligible. **(T)**

(F) This guarantee shall apply only to BellSouth Long Distance Private Line services as defined in this section (i.e., DS-1 and above speeds). DS-0 and Fractional DS-1 BellSouth Long Distance Private Line services are covered under Section 2.14 (Interruption of Service) of this tariff. **(T)** | | **(T)**

(G) A second credit cannot be requested for the same month and for the same circuit for End-to-End Circuit Availability if a Private Line service credit has been issued to the Customer for BellSouth Long Distance POP to BellSouth Long Distance POP Circuit Availability. **(T)**

(H) A second credit cannot be requested for the same month and for the same circuit for BellSouth Long Distance POP to BellSouth Long Distance POP Circuit Availability if a Private Line service credit has been issued to the Customer for End-to-End Circuit Availability. **(T)**

(I) Credits for the performance objective included in this document for the service for any Calendar Month must exceed $25.00 to be processed. **(T)**

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.2 Service Assurance Guarantee, (Cont'd.)

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

(J) This guarantee shall not apply and a period of Circuit Non-Availability shall not be deemed to have occurred in the event that the Company's Private Line service is unavailable due to any of the following:

(1) Interruptions or times of service degradation on Private Line circuits that are not "Accepted Circuits" where an Accepted Circuit is one that the Company and the Customer have tested and mutually agree is working as ordered following provisioning of a new order or change order and for which the Company has commenced billing the Customer.

(2) Interruptions or times of service degradation caused by the negligence, act, error, or omission of the Customer or others authorized by the Customer to use the Customer's service.

(3) Interruptions or times of service degradation due to failure of power at the Customer premises or failure or poor performance of Customer premises equipment.

(4) Interruptions or times of service degradation during any period in which the Company or its agents are not afforded access to the premises where the access lines associated with the Customer's service originate or terminate, provided such access is reasonably necessary to prevent a degradation or to restore service.

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.2 Service Assurance Guarantee, (Cont'd.)

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

(J) (continued)

(5) Interruptions or times of service degradation during any period when the Company has posted on the Company's Web site or communicated to the Customer in any other manner that the Customer's service will be unavailable for maintenance or rearrangement purposes, or the Customer has released the service to the Company for the installation of a Customer service order.

(6) An interruption or time of service degradation during any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.

(7) Interruptions beyond the Company's reasonable control (Force Majeure Event) including but not limited to: acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, national emergencies, acts of terrorism, cable or fiber cuts resulting from the actions of third parties beyond the reasonable control of the Company.

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.2 Service Assurance Guarantee, (Cont'd.)

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

(J) (continued)

(8) Interruptions or times of service degradation resulting from the Customer's use of services in an unauthorized or unlawful manner.

(9) Interruptions or times of service degradation resulting from a disconnect for non-payment or an interruption of service resulting from incorrect orders from the Customer.

(10) Interruptions resulting from a disconnect for the Customer's breach of a term set forth in this tariff and/or contract pursuant to which the Company is providing the Service to the Customer. **(T)**

(11) Interruptions or times of service degradation resulting from incorrect, incomplete or inaccurate orders from the Customer (including without limitation the Customer's over subscription of circuits).

(12) Interruptions or times of service degradation due to improper or inaccurate network specifications provided by the Customer.

(13) Interruptions or times of service degradation resulting from a failure of a carrier providing the Local Access circuit or Tail Circuits.

(14) Special configurations of the standard Service that have been mutually agreed to by the Company and the Customer; provided, however, the Company may provide a separate service level agreement to the Customer for those special configurations.

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.2 Service Assurance Guarantee, (Cont'd.)

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

(K) Subject to the terms, exclusions and restrictions described herein, if, during three consecutive Calendar Months or any six Calendar Months in any twelve- month period, the aggregate amount of credits received by the Customer in accordance with this section for a particular Affected Circuit exceeds fifty percent (50%) of the Customer's total monthly recurring charges for that Affected Circuit, the Customer may, upon thirty (30) days' prior written notice to the Company, terminate the Affected Circuit, without incurring any early termination charges otherwise due in accordance with this tariff or the Customer contract for that Affected Circuit except for usage charges accrued to the date of termination.

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

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.2 Service Assurance Guarantee, (Cont'd.)

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

(M) Any termination right available to the Customer under this section must be exercised within fifteen (15) days after the Customer first becomes eligible to exercise the applicable termination right. In the event the Customer fails to comply with the condition set forth in the immediately preceding sentence, the Customer shall, with respect to the applicable termination right, have waived its right to such termination right. **(T)**

(N) In the event the Customer is unable to meet any minimum monthly commitment for all services being provided by the Company to the Customer under a contract applicable to the contracted services as a direct result of the termination of the Services pursuant to this section, the Customer and the Company shall negotiate in good faith to reach an alternative minimum monthly commitment which shall be in consideration of eligible revenue to the Company for which the Customer no longer receives credit in determining whether the minimum monthly commitment is satisfied. **(T)**

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.3 Terms and Conditions of Service

Private Line service is available under the Integrated Service Package Offerings in Section 10 of this tariff. Terms and conditions of the provision of Private Line service as part of an Integrated Service Package, including, without limitation, discounts, usage minimums, and term commitments are set forth in this tariff.

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

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

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

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

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

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.4 Rates and Charges

BellSouth® Long Distance Private Line service is available under the Integrated Service Packages offerings in Section 10 of this tariff. Terms and Conditions for the provision of Private Line service as part of an Integrated Service Package, including without limitation, discounts, usage minimums, and term commitments, are set forth in Section 10 of this tariff.

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

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

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

Additionally, rates set forth herein do not include Dedicated Access channels and access-related charges (including, without limitation, installation charges, inside wiring charges assessed by the Local Exchange Carrier (LEC), construction charges assessed by the LEC and distance and termination charges assessed by the LEC). Therefore, Dedicated Access channels and access related charges are additional charges. Rates and charges for Dedicated Access channels provided by the Company are found in Section 9 of this tariff.

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

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.4 Rates and Charges, (Cont'd.)

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

8.4.1 Private Line Channel Charges

	Base Rates		
Circuit Bandwidth	Fixed Monthly Charge	Interoffice Channel Mileage (Per Mile) Monthly Charge	Nonrecurring Charge
56/64 Kbps (DS0/DDS/analog)	$231.00	$0.34	$100.00
128 Kbps	$461.00	$0.37	$150.00
192 Kbps	$697.00	$0.59	$150.00
256 Kbps	$909.00	$0.77	$150.00
320 Kbps	$1,126.00	$0.95	$150.00
384 Kbps	$1,321.00	$1.12	$150.00
448 Kbps	$1,500.00	$1.25	$150.00
512 Kbps	$1,663.00	$1.40	$150.00
576 Kbps	$1,827.00	$1.54	$150.00
640 Kbps	$1,966.00	$1.66	$150.00
704 Kbps	$2,095.00	$1.78	$150.00
768 Kbps	$2,205.00	$1.87	$150.00
832 Kbps	$2,356.00	$1.87	$150.00
896 Kbps	$2,356.00	$1.87	$150.00
960 Kbps	$2,356.00	$1.87	$150.00
1024 Kbps	$2,356.00	$1.87	$150.00
1088 Kbps	$2,356.00	$1.87	$150.00
1152 Kbps	$2,356.00	$1.87	$150.00
1216 Kbps	$2,356.00	$1.87	$150.00
1280 Kbps	$2,356.00	$1.87	$150.00
1344 Kbps	$2,356.00	$1.87	$150.00

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.4 Rates and Charges, (Cont'd.)

8.4.1 Private Line Channel Charges, (cont'd.)

Circuit Bandwidth	Base Rates		
	Fixed Monthly Charge	Interoffice Channel Mileage (Per Mile)	
		Monthly Charge	Nonrecurring Charge
1408 Kbps	$2,356.00	$1.87	$150.00
1472 Kbps	$2,356.00	$1.87	$150.00
1.544 Mbps	$312.00	$3.00	$500.00
44.736 Mbps	$3,700.00	$22.50	$2,700.00
OC-3	ICB	ICB	ICB
OC-12	ICB	ICB	ICB
OC-48	ICB	ICB	ICB

8.4.2 Echo Cancellation Charges (N)

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

(N)

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Executive Director

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SECTION 9.0 - DEDICATED ACCESS SERVICE

9.1 Service Description

Dedicated Access service provides for the connection of a Customer premises to the Company's Point of Presence (POP) or its designate. With Dedicated Access service, the Customer is connected directly to the Company's network or its designate without utilizing the services of the local switched network. (T) (T)

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

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

BellSouth® Dedicated Access service at DS-3, OC-3, OC-12, OC-48 and OC-192 rates may also be available but will be provided on an individual case basis (ICB) pursuant to contract as described in Section 6 of this tariff.

A Dedicated Access service as offered by the Company provides a transmission path between a Customer's designated premises or the central office of the Customer's serving LEC[1] to a Company Point of Presence (POP) or its designate. Dedicated Access service connections are provided as digital channels differentiated by bit rate.

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

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.1 Service Description, (Cont'd.)

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

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

Rates and charges for Customer Provided Access are contained in Section 9.5. **(N)**

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

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

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

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

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

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.1 Service Description, (Cont'd.)

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

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

A Customer may request that the facilities used to provide BellSouth® Dedicated Access service be specially routed. Special Facilities Routing (i.e., Avoidance, Diversity and Cable-Only) will be provided on an Individual Case Basis ("ICB") as set forth under Section 6, Contracts for Service, of this tariff.

Customers selecting the Company as their Primary Carrier may purchase BellSouth® Dedicated Access service for any of the locations (NPA/NXXs) outlined in Appendix A of the Company's Complex Business Services Interstate Pricing Guide. The Dedicated Access services offered in this tariff are available only in conjunction with Complex Voice services and Private Line facilities offered by the Company. **(T)** **(T)**

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

SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.2 Rate Elements

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

9.2.1 Access Channels

An Access Channel provides for the communications path between a Customer premises and the Company Point of Presence (POP) or designate. Included as part of the Access Channel is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the Point of Termination (POT) and the type of signaling capability, if any. The signaling capability itself is provided as an optional feature as set forth in Section 9.2.2. One Access Channel charge will apply per Customer-designated Premises at which the channel is terminated.

Rates and charges for Access Channels are specified by facility type in Section 9.5 and Appendix A of the Company's Complex Business Services Interstate Pricing Guide. **(T)**

SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.2 Rate Elements , (Cont'd.)

9.2.2 Optional Features and Functions

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

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

(A) DS-0 Analog Service

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

(1) Signaling

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

(2) Conditioning

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

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.2 Rate Elements , (Cont'd.)

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

(B) DS-1 Service

(1) Clear Channel Capability

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

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

9.2.3 Central Office Connection (COC)

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

9.2.4 Access Coordination Fee (ACF)

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

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.3 Payment Plans

BellSouth® Dedicated Access service is available on a month-to-month basis with a minimum three-month service period unless otherwise specified in this tariff. Term discounts, if available, may be provided by the Company through plans as contained in Section 9.5 of this tariff, promotional offerings or on a contractual basis according to Sections 5 and 6 of this tariff, respectively.

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

9.4 Special Access Surcharge

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

The Company will automatically bill the surcharge on each Dedicated Access service installed irrespective of whether the interconnection capability exists in the customer's premises equipment or in a Centrex type service switch unless written certification is received from the Customer certifying exemption status as set forth in Section 9.4.1. **(T)**

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.4 Special Access Surcharge, (Cont'd.)

9.4.1 Special Access Surcharge Exemptions

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

(1) an open-end termination in a Company switch of an FX line, including CCSA and CCSA-equivalent ONALS; or

(2) an analog Access Channel that is used for radio or television program transmission; or

(3) a termination used for TELEX service; or

(4) a termination that by the nature of its operating characteristics could not make use of Company common lines; or

(5) a termination that interconnects either directly or indirectly to the local exchange network where the usage is subject to Carrier Common Line charges such as, where the Dedicated Access channels access LEC Feature Group A facilities and no local exchange lines, or Dedicated Access service between Customer Points of Termination or Dedicated Access service connecting CCSA or CCSA-type equipment (inter-machine trunks); or **(T)** **(T)**

(6) a termination that the Customer certifies to the Company is not connected to a PBX or other device capable of interconnecting the Dedicated Access facility to a local exchange subscriber line.

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.4 Special Access Surcharge, (Cont'd.)

9.4.2 Exemption Certification

BellSouth® Dedicated Access services which are terminated as set forth in Section 9.4.1 will be exempted from the Special Access Surcharge if the Customer provides the Company with a written notification certifying exemption. Such notification shall be provided by the Customer (1) at the time the Dedicated Access service is ordered or installed, (2) at such time as the Dedicated Access service is reterminated to a device not capable of interconnecting to the local exchange network, or (3) at such time as the Dedicated Access service becomes associated with a LEC-provided Feature Group A service that is subject to Carrier Common Line charges. **(T)**

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

The exemption certification is to be provided by the Customer ordering the service. The certification must be signed by the Customer or authorized representative and include the category of exemption, as set forth in Section 9.4.1, for each termination, and the date which the exemption is effective. **(T)**

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

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9.4 Special Access Surcharge, (Cont'd.)

9.4.3 Crediting the Surcharge

The Company will cease billing the Special Access Surcharge when certification that the BellSouth® Dedicated Access channel has become exempt from the surcharge, as set forth in Section 9.4.1 is received. If the status of the Dedicated Access service was changed prior to receipt for the exemption certification, the Company will credit the Customer's account, not to exceed ninety (90) days, based on the effective date of the change specified by the Customer in the letter of certification. **(T)**

9.4.4 Surcharge Rates

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

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

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

The Company will bill the surcharge to the Customer who orders the Dedicated Access service unless the Service is exempt as set forth in Section 9.4.1. **(T)**

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges

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

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

9.5.1 Access Channels

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

9.5.2 Optional Features and Functions

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

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges, (Cont'd.)

9.5.3 Central Office Connection

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

9.5.4 Access Coordination Fee

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

9.5.5 Change and Disconnect Charges

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

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

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

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges, (Cont'd.)

9.5.6 Move Charges

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

(A) Move Charge for Moves Within Same Building:

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

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

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

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges, (Cont'd.)

9.5.7 Access Discount Plan (ADP)

Dedicated Access service Customers will receive the applicable discount from the table below based on the Access Discount Plan Term that the Customer selects per circuit. The discount applies only to the DS-3, DS-1, DS-0 and DDS local channel monthly rates in Appendix A of the Company's Complex Business Services interstate Pricing Guide. (T)

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

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

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

Upon ADP expiration, the Customer may elect to enroll in a currently available ADP Term. The applicable % discounts will be applied to the then current monthly rates contained in this Section and Appendix A of the Company's Complex Business Services Interstate Pricing (T)
Guide. The Customer will be charged at the current discounted rate for the newly selected (T)
ADP commencing the day following completion of the prior payment period.

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

SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges, (Cont'd.)

9.5.8 [Reserved for Future Use] **(T)**

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Material originally found on this sheet can now be found on Page 194.

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges, (Cont'd.)

9.5.8 [Reserved for Future Use], (cont'd.) **(T)**

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges, (Cont'd.)

9.5.8 [Reserved for Future Use], (cont'd.) **(T)**

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges, (Cont'd.)

9.5.9 ACF and COC Monthly Charge Discount Plan

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

(A) This plan is only available to customers ordering new Dedicated Access service for BellSouth® Long Distance Dial Direct service and BellSouth® Long Distance Toll Free service in Section 7 of this tariff; or BellSouth® Long Distance Private Line services in Section 8 of this tariff.

(B) The Customer must sign a Dedicated Access service enrollment form contract with a minimum term of one year. Additionally, the Customer must sign a BellSouth® Business Class Family of Services agreement for a minimum of one year and an enrollment form contract specific to this plan.

(C) The plan cannot be combined with any Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.

(D) The Company will waive 75% of the monthly charges for the applicable Access Coordination Fees and 100% of the monthly charges for the applicable Central Office Coordination Fees for circuits installed under this plan. These prices will remain in effect during the entire contract term selected by the Customer.

(E) Each dedicated access circuit priced under this plan must remain installed and utilized by the Customer for a least 12 consecutive months. The Customer must pay a termination penalty equal to all waived monthly charges for any circuit disconnected prior to the end of this 12 month period. The termination penalty will be calculated from the time of the initial bill for such circuit to the time the circuit is disconnected.

(F) In order to receive the prices indicated in paragraph (D) above, services receiving this plan's discounts must be installed and activated no later than sixty (60) days from the Customer's date of signature on the applicable enrollment form. **(T)** | **(T)**

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges, (Cont'd.)

9.5.10 BellSouth® Dedicated Access Service Installation Charge Waiver

(A) The Company will waive 100% of the nonrecurring installation charges (including Access Coordination Fee and Central Office Connection nonrecurring charges) for domestic intrastate Dedicated Access circuits to customers meeting the following criteria:

(1) The Customer must sign a BellSouth® Business Class Family of Services agreement of at least one year. The Customer must also sign a BellSouth® Dedicated Access service enrollment form contract of at least one year and an enrollment form contract specific to this waiver.

(2) This waiver is only available to new Dedicated Access circuits.

(3) Each Dedicated Access circuit receiving the waiver must remain installed and utilized by the Customer for at least 12 consecutive months. If the Customer disconnects a Dedicated Access circuit receiving this waiver prior to this 12-month period, the Customer must pay the Company the waived installation charge for such disconnected circuit. **(T)**

(4) This waiver cannot be combined with any Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.

(5) For circuits receiving this waiver, the Customer must request that services be installed and activated no later than sixty (60) days from the Customer's date of signature on the applicable enrollment form.

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges, (Cont'd.)

9.5.11 Flat Rate Dedicated Access II Plan (N)

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

(A) This plan is only available to Customers ordering new Dedicated Access service for BellSouth® Long Distance Dial Direct service and BellSouth® Long Distance Toll Free service in Section 6 of this tariff; or BellSouth® Long Distance Private Line service in Section 7 of this tariff.

(B) The Customer must sign a Dedicated Access service enrollment form contract with a minimum term of two years (24 months). Additionally, the Customer must sign a BellSouth® Business Class Family of Services agreement for a minimum of two years (24 months) and $1,000 minimum monthly commitment and an enrollment form contract specific to this plan.

(C) A termination penalty equal to the applicable monthly charge specified in paragraph 9.5.11 (D) times the number of months remaining in the minimum 24-month period specified in paragraph 9.5.11 (B) will apply for those circuits disconnected prior to the expiration of the minimum two-year contract period. The Customer will pay the Company such termination penalty upon disconnection of any such circuits. (N)

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges, (Cont'd.)

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

(D) Circuits installed under this plan will be priced as indicated below and will be in lieu of the prices shown in Appendix A of the Company's Complex Business Services Interstate Pricing Guide. These prices will remain in effect during the entire contract term selected by the Customer. (T) (T)

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

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

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

For Customers selecting a combination of the Access Discount Plan (ADP) in Section 8.5.7 and this Flat Rate Dedicated Access II Plan, the price ranges associated with this plan will be determined after the appropriate ADP discount is applied to the base prices as outlined in Appendix A of the Company's Complex Business Services Interstate Pricing Guide. (T) (T)

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

SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges, (Cont'd.)

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

(E) This plan cannot be combined with any Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.

(F) This plan is coterminous with the Customer's BellSouth® Business Class of Family of Services agreement. New Dedicated Access channels added under the term of the BellSouth® Business Class Family of Services agreement are eligible to receive the appropriate pricing under this plan.

(G) Plan prices will apply to eligible circuits ordered under this plan provided that at least one such eligible circuit is installed and activated no later than sixty (60) days from the Customer's date of signature on the applicable enrollment form. (N)

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges, (Cont'd.)

9.5.12 Customer Provided Access (N)

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

(N)

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES

10.1 General

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

10.2 BellSouth® Business Class Family of Services

10.2.1 Description

The BellSouth® Business Class Family of Services (BBCFS) is a suite of business communication services for Customers who agree to a "minimum monthly revenue commitment" (MMC) for services purchased from the Company and who agree to a "contract term" (Term) of one (1) to five (5) years. Customers may also select a month-to-month option with no MMC or Term obligations. Services available under the BellSouth® Business Class Family of Services include BellSouth® Dial Direct service and BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service and BellSouth® Long Distance Calling Card service, BellSouth® Long Distance Private Line service, and BellSouth® Dedicated Access service. The BellSouth® Business Class Family of Services offers integrated pricing with cross discounting based on aggregate revenue of contributing services, billing, and reporting capabilities. Discounting is based on the contract term selected by the Customer and the Customer's target revenue commitment. **(T)**

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Some material originally found on this sheet can now be found on Page 179.1. **(M)**

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES

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

10.2.1 Description, (cont'd.)

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

Customers incurring shortfall penalties, due to circumstances beyond their control, may be permitted to reduce their MMC by agreeing to add additional time to their term limit and designating the Company as the Customer's Preferred Interexchange Carrier, as defined in Section 10.2.7. **(N)**

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

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

10.2.1 Description

The Company shall impose no termination penalties to Customers who, prior to the expiration of the existing contract, commit to a MMC and/or Term equal to or greater than their existing MMC and to a term that extends to or beyond the expiration date of their existing agreement. **(T)**

The BellSouth® Business Class Family of Services offers contract terms of 1, 2, 3, 4 or 5 years. After selecting a contract term, the Customer selects a MMC that must be met during each Monthly Period (as hereinafter defined) of the term. **(T)**

Customers must select one of the fourteen MMCs set forth in the following table or a month-to-month option with no MMC:

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

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

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

10.2.1 Description, (cont'd.)

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

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

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

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

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

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

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

10.2.1 Description, (cont'd.)

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

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

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

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

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

10.2.1 Description, (cont'd.)

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

(1) An amount equivalent to the greater of the MMC or actual Monthly Revenue, from Contributory Services listed in Section 10.2.2, generated during the monthly period in which the Customer terminates the agreement; plus

(2) Fifty percent (50%) of the Monthly Revenue Minimum, multiplied by the number of remaining monthly periods (not including the current monthly period), if any, remaining in the then-effective contract term; plus

(3) Any applicable third party early termination or related charges or penalties incurred by the Company as a result of early termination by the Customer.

All terms and conditions stated in Section 6 (Contracts For Service) of this tariff will apply to BellSouth Business Class Family of Services agreements between the Customer and the Company.

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

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

10.2.2 Discount Application

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

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

(1) Usage for Interstate BellSouth® Dial Direct service, BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service and BellSouth® Long Distance Calling Card service; **(T)**

(2) Usage for Intrastate BellSouth® Dial Direct service, BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service and BellSouth® Long Distance Calling Card service;

(3) Usage for International BellSouth® Dial Direct service, BellSouth® Toll-Free service and BellSouth® Long Distance Calling Card service; **(T)**

(4) Directory Assistance charges;

(5) BellSouth® Long Distance Private Line service monthly charges;

(6) Operator Services charges;

(7) Interstate BellSouth® Long Distance Frame Relay service Port, Permanent Virtual Circuit and NNI Gateway monthly charges;

(8) BellSouth® BSE, Inc. Frame Relay Service Port, Permanent Virtual Circuit (PVCs), Packet Service Line, Packet Service Line Extension, and Internetwork Serving Area Link monthly charges;

(9) BellSouth® Dedicated Access service monthly charges for Access Channels, ACF and COC;

(10) Interstate BellSouth® Long Distance Asynchronous Transfer Mode (ATM) Port, and PVC monthly charges;

(11) Calling Card usage and associated charges; and **(T)**

(12) Voice VPN usage and associated charges. **(N)**

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

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

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

10.2.2 Discount Application, (cont'd.)

(C) During each month of the term, the Customer shall receive the discount associated with the Customer's contract Term and the Customer's selected MMC.

(D) Recipient Services are those services eligible to receive discounts to be applied to the service element's monthly base charges. These services are as follows:

(1) usage for Intrastate BellSouth® Dial Direct service, BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service and BellSouth® Long Distance Calling Card service contained in Section 7 of this tariff; **(T)** | **(T)**

(2) intrastate BellSouth® Long Distance Private Line service monthly charges.

(E) Charges for BellSouth® Dedicated Access service local circuits, taxes, and surcharges are not recipient services. Additionally, charges for services found in Section 4 of this tariff are not recipient services.

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

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

10.2.2 Discount Application, (cont'd.)

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

The MMC provides the Customer with the discount level to be applied each month regardless of the Customer's actual Monthly Revenue for that particular month, provided the Customer meets the MMC. If the Customer's actual Monthly Revenue in such month exceeds the MMC, the Customer receives the applicable discount from the Volume and Term Discount Table(s) that corresponds to the Customer's MMC. As stated in Section 10.2.1, when the Customer's total Monthly Revenue falls below the MMC during any Monthly Period of the term, the Customer shall pay the MMC at the end of that month and receive the contracted Volume and Term discount for such MMC. There are no MMCs and no discounts for Customers selecting a month-to-month agreement.

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

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

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

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

10.2.3 Volume and Term Discount Tables

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

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

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

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

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

(B) Intrastate Private Line Service: All Bandwidths

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

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

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

10.2.4 90-Day Customer Satisfaction Guarantee (N)

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

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

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

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

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

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

10.2.4 90-Day Customer Satisfaction Guarantee, (cont'd.) (N)

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

(A) The Customer must be a new Customer. For purposes of eligibility to receive the 90-Day Customer Satisfaction Guarantee, a new Customer is defined as a Customer that has not received any service from the Company in the twelve (12) month period preceding the execution of the current BellSouth® Business Class Family of Services agreement.

(B) The Eligible Services are not provided as part of a Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.

(C) The Customer must be in good credit standing (i.e., not more than 60 days past due on any Company invoice).

(D) All services in the Services Agreement must have been made available and ready for use by the Company and accepted by the Customer as of the Availability of Service date. (N)

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

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

10.2.4 90-Day Customer Satisfaction Guarantee, (cont'd.) (N)

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

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

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

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

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

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

10.2.5 Business Downturn **(N)**

If Customer cannot, despite its best efforts, meet its MSC, as defined in the Customer's BellSouth Business Class of Family Services Agreement ("BBCFS") for Long Distance Services, because of a business downturn beyond its control, BellSouth Long Distance and Customer will cooperate in developing an arrangement to address the parties' concerns. The arrangement may include a change in rates, Discounts, Credits, MSC, Term or other provisions. Any reductions to Customer Term and/or MSC must be a direct result of Customer's business downturn and must be commensurate with the corresponding reduction in Service charges. To invoke this provision, Customer must: (i) notify BellSouth, in writing, within thirty (30) days after the business downturn; and (ii) include in the notice a description of the business downturn and its effect on Customer's operations and MSC Contributory Services usage.

This provision will not apply if Customer decides to: (i) reduce its telecommunications services' use, (ii) change its telecommunications network architecture, or (iii) transfer part of its traffic or projected growth to other carriers. This provision shall also not apply during the first twelve (12) monthly periods of the Initial Term of Customer's BBCFS contract and may only be invoked one (1) time by Customer during the Term of Customer's BBCFS contract. This provision does not constitute a waiver of any charges incurred by Customer prior to the time the parties mutually agree to amend or replace Customer's BBCFS contract. BellSouth Long Distance reserves the right to factor any up-front credits and/or discounts provided to Customer as part of Customer's BBCFS contract into its overall business downturn impact assessment. **(N)**

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

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

10.2.6 Technology Upgrade **(N)**

Should Customer purchase, as a direct substitute for any BellSouth Long Distance MSC Contributory Service, a new Service made available by BellSouth, or any of its affiliates, during the Term, such substitute Service shall be considered in assessing Customer's potential shortfall liability to BellSouth Long Distance, provided substitute Services have a Term commitment of at least as long as the length of time remaining on Customer's existing BellSouth Business Class Family of Services Agreement. Should substitute Service be made available by BellSouth Long Distance, Customer's Service charges for such substitute Service will contribute to Customer's MSC. As a direct result of Customer's Service substitution, should Customer no longer be able to satisfy its MSC, BellSouth Long Distance will waive the Shortfall Liability caused directly by Customer's switch to such substitute Service. Customer's Shortfall Liability waiver under this provision will not exceed 50% of Customer's MSC. Should BellSouth Long Distance waive Customer's Shortfall Liability under this provision by more than 25% of Customer's MSC, BellSouth Long Distance may adjust Customer's Service Charges to compensate BellSouth Long Distance for that waiver.

All of the following conditions must be met in order for the Customer to be eligible to receive consideration for Business Downturn or Technology Upgrade:

(A) BellSouth Long Distance Services are not provided as part of a Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.

(B) The Customer must be in good credit standing (i.e., not more than sixty (60) days past due on any BellSouth invoice).

In order to initiate Business Downturn and/or Technology Upgrade requests, notice, in writing, should be sent to BellSouth:

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

Or via Email to: service.care@bellsouth.com **(N)**

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

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

10.2.7 Preferred Interexchange Carrier **(N)**

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

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

10.3 BellSouth® Free Month Contract Extension **(N)**

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

10.3.1 The Free Month will be applied as follows:

(A) Customers with an original Term of one year, as defined in the original Services Agreement, and that are extending their contract at least one year using the Amendment will receive a Free Month applied to, and calculated based on, the thirteenth billing cycle (bill 13) from the original Services Agreement commencement date.

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

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

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

10.3 BellSouth® Free Month Contract Extension, (cont'd.) **(N)**

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

(A) The monthly credit amount will be capped at the greater of $2,000 or 150% of the Customer's Minimum Monthly Commitment ("MMC") as defined in the Services Agreement as amended.

(B) The free month of service include the waiver of all BellSouth Long Distance Monthly Recurring Charges and usage charges, including loop charges, for the following: BellSouth® Dial Direct Service, BellSouth® Toll-Free Service, BellSouth® Long Distance Voice VPN, BellSouth® Long Distance Calling Card, BellSouth® Long Distance Dedicated Access Service, BellSouth® Long Distance Private Line Service, BellSouth® Long Distance ATM Service and BellSouth® Long Distance Frame Relay Service.

(C) Free month does NOT include the following:

(1) International Data Services (ATM, Frame Relay or Private Line)
(2) BellSouth® Conference Services
(3) Any Local, County, State and Federal Taxes
(4) Any other Charges and Fees - including USF, PICC, Operator Services, Payphone Surcharges, Directory Assistance and all special billing delivery charges.

(D) This service offering will terminate simultaneously with the expiration of the Customer's Amended BellSouth Business Class Family of Services Agreement. **(N)**

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SECTION 11.0 - SUPPLEMENTAL CHARGES

11.1 Service Expedites

11.1.1 General

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

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

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

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SECTION 11.0 - SUPPLEMENTAL CHARGES, (CONT'D.)

11.1 Service Expedites, (Cont'd.)

11.1.2 Service Intervals

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

On-Net Facility SSI	30 days ARO for DS-0 Analog, DDS and DS-1 circuits.
Off-Net Facility SSI:	45 days ARO for DS-0 Analog, DDS and DS-1 circuits.

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

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

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SECTION 11.0 - SUPPLEMENTAL CHARGES, (CONT'D.)

11.1 Service Expedites, (Cont'd.)

11.1.3 Rates

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

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

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

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SECTION 11.0 - SUPPLEMENTAL CHARGES, (CONT'D.)

11.2 Service Cancellations

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

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

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

11.2.1 Rates

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

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SECTION 12.0 – CUSTOMIZED PRICING ARRANGEMENTS (T)

12.1 General (N)

This section applies to the Company Customized Pricing Arrangements (CPAs) provided by the Company for intrastate telecommunications. All CPAs will be filed with the Commission.

Each individually designed CPA is customized to meet the diverse communications and network needs of a Customer. The underlying switched and dedicated Network Services included within a CPA are furnished under this section, as well as Section No. 2 of this tariff and the applicable section(s) of this tariff pertaining to the service(s) modified by each particular CPA.

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

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

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

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

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SECTION 12.0 – CUSTOMIZED PRICING ARRANGEMENTS, (CONT'D.) (M,N)

12.2 Definitions

Certain terms used generally through this Section are defined below:

Base Service Schedule: The base service schedule contains all the rates, terms and conditions for a particular Company Service. For example, Section 8 which contains the rates, terms and conditions for the Company's provision of BellSouth® Long Distance Private Line Service, is the base service schedule for Long Distance Private Line Service. (M,N) (N)

Commencement Date: Unless a different date is specified in the CPA, the Term of the CPA shall begin and the applicable CPA discounts or credits will accrue from the first day of the next billing month if the CPA is signed by both parties and returned to Company at least twenty (20) days prior to the first day of the next billing month. Otherwise, the Term will commence on the first day of the second billing month following signature by both parties. Pricing, Services and other arrangements under a CPA agreement will take effect on the Commencement Date.

Company: BellSouth Long Distance, Inc.

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

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

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

Material originally found on this sheet can now be found on Page 192.33.

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

12.2 Definitions, (Cont'd.)

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

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

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

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

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

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

12.2 Definitions, (Cont'd.)

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

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

12.2 Definitions, (Cont'd.)

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

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

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

12.2 Definitions, (Cont'd.)

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

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

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

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

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

12.2 Definitions, (Cont'd.)

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

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

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

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

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

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

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12.2 Definitions, (Cont'd.)

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

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12.2 Definitions, (Cont'd.)

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

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

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

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

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

12.2 Definitions, (Cont'd.)

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

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

12.2 Definitions, (Cont'd.)

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

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

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

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12.2 Definitions, (Cont'd.)

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

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

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

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12.2 Definitions, (Cont'd.)

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

Standard Schedule Discounts: Standard schedule discounts are the standard volume and term discounts in the discount tables for Integrated Service Packages in Section 10 of this Tariff or plan discounts available for BellSouth® Dedicated Access service in Section 9 of this Tariff, excluding all promotions, targeted calling options, promotional discounts, and any other temporary promotional-type offerings described in this Tariff.

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

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12.2 Definitions, (Cont'd.)

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

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

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12.3 Scope

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

12.4 Payments

All terms and conditions stated in Section 6 (Contracts for Service) of this tariff will apply to CPA agreements between the Customer and the Company.

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

12.5 Minimum Service Commitments

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

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

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12.5 Minimum Service Commitments, (Cont'd.)

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

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

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

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12.5 Minimum Service Commitments, (Cont'd.)

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

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

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

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

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12.5 Minimum Service Commitments, (Cont'd.)

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

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

(A) a force majeure condition, including, but not limited to acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, acts of terrorism, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, national emergencies, cable or fiber cuts resulting from the actions of third parties beyond the reasonable control of the Company;

(B) the sale or other disposition of any subsidiary, division or other significant business unit;

(C) a delay in the installation of any MSC Contributory Service beyond the Company's standard installation interval;

(D) a MSC Contributory Service outage.

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

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12.5 Minimum Service Commitments, (Cont'd.)

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

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

12.6 CPA Discounts

12.6.1 Application of Discounts

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

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

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12.6 CPA Discounts, (Cont'd.)

12.6.1 Application of Discounts, (cont'd.)

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

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

12.6.2 Types of Discounts

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

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12.6 CPA Discounts, (Cont'd.)

12.6.2 Types of Discounts, (cont'd.)

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

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

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

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

(N)

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

12.6 CPA Discounts, (Cont'd.)

12.6.2 Types of Discounts, (cont'd.)

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

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

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

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

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

12.6 CPA Discounts, (Cont'd.)

12.6.2 Types of Discounts, (cont'd.)

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

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

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

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

(N)

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12.6 CPA Discounts, (Cont'd.)

12.6.2 Types of Discounts, (cont'd.)

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

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

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

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

(N)

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

12.6 CPA Discounts, (Cont'd.)

12.6.2 Types of Discounts, (cont'd.)

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

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

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

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

(N)

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

12.6 CPA Discounts, (Cont'd.)

12.6.2 Types of Discounts, (cont'd.)

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

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

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

Minutes of Use	Discount Rate
50,000 – 100,000	5%
100,001 – 500,000	10%
500,001 – 1,500,000	15%
1,500.001 +	20%

Incremental Discount Calculation:

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

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

12.6 CPA Discounts, (Cont'd.)

12.6.2 Types of Discounts, (cont'd.)

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

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

Example of a Retroactive Discount Calculation:

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

Minutes of Use	Discount Rate
50,000 – 100,000	5%
100,001 – 500,000	10%
500,001 – 1,500,000	15%
1,500.001 +	20%

Retroactive Discount Calculation:

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

(N)

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

12.6 CPA Discounts, (Cont'd.)

12.6.3 Calculation of Net Effective Usage Rate

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

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

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

Monthly Minutes of Use	Dedicated Service	Switched Service
100,000 – 499,999	8.0%	10.0%
500,000 – 999,999	9.0%	15.0%
1,000.000 +	10.0%	20.0%

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

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

12.6 CPA Discounts, (Cont'd.)

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

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

(N)

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

12.7 Termination Liability

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

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

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

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

All other termination liabilities in the base service schedules apply. (N)

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

12.8 Obligations Of The Customer

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

12.9 Use Of Name, Service, Trademarks Or Trade Secrets

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

12.10 Billing And Reporting

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

12.11 Availability

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

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

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

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

12.12 Credit Approval And Deposits

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

The Company will accept Bank Letters of Credit instead of cash as deposits. The deposit may be retained for as long as the financial condition/credit worthiness of the Customer is considered to be unsatisfactory by the Company. A deposit is not to exceed the estimated charges for two (2) months' Service.

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

A deposit will be returned: (a) if the CPA is not consummated. The deposit will be applied to any charges applicable in accordance with the base service schedules and the excess portion of the deposit will be returned; or (b) upon the discontinuance of all Services. The Company will refund the Customer's deposit or the balance in excess of all outstanding charges, including all termination liabilities. Interest on a deposit will be paid in accordance with Section 2.8.3 of this tariff.

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

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SECTION 13.0 – MARKET TRIALS (M)

13.1 Market Trials – General

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering market trials to certain Customers (if eligible) of target areas for a limited duration. Market trials will be made available to a limited number of Customers within a target area to test new products and services prior to implementation on a larger scale. (M)

Material on this page was originally found on Page 192.2.

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SECTION 100 - OBSOLETE SERVICE OFFERINGS

100.1 General

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

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

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

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

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

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

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

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D)

100.2 Flat Rate Dedicated Access Plan (Obsoleted 12/13/02 - Type I)

100.2.1 Flat Rate Dedicated Access Plan

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

(A) This plan is only available to Customers ordering new Dedicated Access service for BellSouth® Long Distance Dial Direct service and BellSouth® Long Distance Toll Free service in Section 7 of this tariff; or BellSouth® Long Distance Private Line service in Section 8 of this tariff.

(B) The Customer must sign a Dedicated Access service enrollment form contract with a minimum term of two years (24 months). Additionally, the Customer must sign a BellSouth® Business Class Family of Services agreement for a minimum of two years (24 months) and $1,000 minimum monthly commitment and an enrollment form contract specific to this plan.

(C) A termination penalty equal to the applicable monthly charge specified in paragraph (D) below times the number of months remaining in the minimum 24-month period specified in paragraph (B) above will apply for those circuits disconnected prior to the expiration of the minimum two-year contract period. The Customer will pay the Company such termination penalty upon disconnection of any such circuits.

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D)

100.2 Flat Rate Dedicated Access Plan (Obsoleted 12/13/02 - Type I), (Cont'd.)

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

(D) Circuits installed under this plan will be priced as indicated below and will be in lieu of the prices shown in Appendix A of the Company's Complex Business Services Interstate Priding Guide. These prices will remain in effect during the entire contract term selected by the Customer. (T) (T)

For DS-0 Loop Prices in between:*	Flat Rate Dedicated Access Plan Price Is	(T)
$1 - $300	$125	
$301 +	$200	

For DS-1 Loop Prices in between:*	Flat Rate Dedicated Access Plan Price Is	(T)
$1 - $400	$200	
$401 - $800	$300	
$801 - $1,200	$400	
$1,201 +	See Note*.	

For DS-3 Loop Prices in between:*	Flat Rate Dedicated Access Plan Price Is	(T)
$1 - $4,000	$2,500	
$4,001 - $6,000	$3,500	
$6,001 - $9,000	$4,500	
$9,001 +	See Note*.	

For Customers selecting a combination of the Access Discount Plan (ADP) in Section 9.5.7 and this Flat Rate Dedicated Access Plan, the price ranges associated with this plan will be determined after the appropriate ADP discount is applied to the base prices as outlined in Appendix A of the Company's Complex Business Services Interstate Pricing Guide. (T) (T)

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

SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D)

100.2 Flat Rate Dedicated Access Plan (Obsoleted 12/13/02 - Type I), (Cont'd.) **(M/T)**

100.2.1 Flat Rate Dedicated Access Plan, (cont'd.) **(M/T)**

(M)

(E) This plan cannot be combined with any Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.

(F) This plan is coterminous with the Customer's BellSouth® Business Class of Family of Services agreement. New Dedicated Access channels added under the term of the BellSouth® Business Class Family of Services agreement are eligible to receive the appropriate pricing under this plan.

(G) Plan prices will apply to eligible circuits ordered under this plan provided that at least one such eligible circuit is installed and activated no later than sixty (60) days from the Customer's date of signature on the applicable enrollment form. **(M)**

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services

100.3.1 BellSouth® Fixed Rate Plan (Obsoleted 12/17/03)

The BellSouth® Fixed Rate plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Fixed Rate plan. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge (per account)*	$5.95	**(I)**

(B) Per Minute Rate

Per Minute Charge	$0.0700

* This charge is the same as the Monthly Recurring Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services (N)

100.3.2 BellSouth® Fixed Rate Plus Plan (Obsoleted 12/17/03) (T,M)

The BellSouth® Fixed Rate Plus plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. (M)

All calls are billed in one (1) minute increments after an initial period, for billing purpose, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Fixed Rate Plus plan. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge (per account)*	$8.95

(B) Per Minute Rate

Per Minute Charge	$0.0500

(M)

* This charge is the same as the Monthly Recurring Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer. (M) (M)

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services (N)

100.3.3 BellSouth® Fixed Rate Value Plus Plan (Obsoleted 12/17/03) (T,M)

The BellSouth® Fixed Rate Value Plus plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. (M)

Customers of this plan must subscribe to BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan, or Flat Rate Residential Individual lines. Customers who subscribe to Flat Rate Residential Individual lines must also subscribe to at least two Associated Services listed in Section 3.13 of this tariff. These plans and services are provided by the Company's affiliated incumbent local exchange entity. The Customer must also receive billing for each of these services from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the BellSouth® Fixed Rate Plus plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purpose, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Fixed Rate Value Plus plan. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge (per account)*	$8.95

(B) Per Minute Rate

Per Minute Charge	$0.0500	(M)

* This charge is the same as the Monthly Recurring Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer. (M) (M)

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BY Thomas M. Dorman
EXECUTIVE DIRECTOR

SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.4 BellSouth® Fixed Rate Value Plan (Obsoleted 12/17/03)

The BellSouth® Fixed Rate Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

Customers of this plan must subscribe to BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan, or Flat Rate Residential Individual lines. Customers who subscribe to Flat Rate Residential Individual lines must also subscribe to at least two Associated Services listed in Section 3.13 of this tariff. These plans and services are provided by the Company's affiliated incumbent local exchange entity. The Customer must also receive billing for each of these services from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the BellSouth® Fixed Rate Plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Fixed Rate Value plan. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge*	$4.95	**(I)**

(B) Per Minute Rate

Per Minute Charge	$0.0700

* This charge is the same as the Monthly Recurring Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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Executive Director

SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.5 BellSouth® Fixed Rate Savings Plan (Obsoleted 12/17/03)

The BellSouth® Fixed Rate Savings plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines and Customers must meet the criteria identified in 100.3.5(C) below. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Fixed Rate Savings plan. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge (per account)*	$4.95	**(I)**

(B) Per Minute Rate

Per Minute Charge	$0.0500

(C) Customer Eligibility Criteria

Customers are eligible for this service if they meet the following requirements:

(1) They meet all of the following criteria

(a) Previously subscribed to the Company's services within the last 90 days;

(b) Can demonstrate they switched their interexchange telephone service to another IXC in the last 90 days;

* This charge is the same as the Monthly Recurring Charge identified in the Company's Interstate Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the customer.

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100.3 Type 2 - Obsolete Services **(N)**

100.3.5 BellSouth® Fixed Rate Savings Plan, (cont'd.) **(T,M)**

(C) Customer Eligibility Criteria, (cont'd.) **(M)**

Customers are eligible for this service if they meet the following requirements: (continued)

(1) They meet all of the following criteria, (continued)

(c) Have not subscribed to any of the Company's services within the last 7 days;

(d) Are not required, because of credit concerns, to post a deposit with the Company; and

(e) Had billings of at least $15.00 per month in total domestic direct dialed revenue when they were a Customer of the Company.

(2) They place a new service order for residential access line(s) from the Company's affiliated local exchange entity at the same time that they subscribe to this service. **(M)**

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.6 BellSouth® Talk 30 Plan (Obsoleted 12/17/03)

The BellSouth® Talk 30 plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Talk 30 plan provides the Customer with 30 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 30 minutes will be billed on a flat rate per minute basis.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 30 plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 30 minutes of usage: *	$3.95	**(I)**

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.1200

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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100.3 Type 2 - Obsolete Services (N)

100.3.7 BellSouth® Talk 60 Plan (Obsoleted 12/17/03) (T,M)

The BellSouth® Talk 60 plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Talk 60 plan provides the Customer with 60 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 60 minutes will be billed on a flat rate per minute basis. (M)

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 60 plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 60 minutes of usage: *	$5.95

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.1000	(M)

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer. (M) (M)

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services (N)

100.3.8 BellSouth® Talk 300 Plan (Obsoleted 12/17/03) (T,M)

The BellSouth® Talk 300 plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Talk 300 plan provides the Customer with 300 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 300 minutes will be billed on a flat rate per minute basis. (M)

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 300 plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 300 minutes of usage: *	$19.95

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.0700

(M)

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer. (M) (M)

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services (N)

100.3.9 BellSouth® Talk 600 Plan (Obsoleted 12/17/03) (T,M)

The BellSouth® Talk 600 plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Talk 600 plan provides the Customer with 600 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 600 minutes will be billed on a flat rate per minute basis. (M)

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 600 plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 600 minutes of usage: *	$29.95

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.0600

(M)

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer. (M) (M)

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services (N)

100.3.10 BellSouth® Talk 1000 Plan (Obsoleted 12/17/03) (T,M)

The BellSouth® Talk 1000 plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Talk 1000 plan provides the Customer with 1,000 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 1,000 minutes will be billed on a flat rate per minute basis. (M)

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 1000 plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 1,000 minutes of usage: * $49.95

(B) Additional Per Minute Usage Charge

Each additional minute: $0.0500 (M)

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer. (M) (M)

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.11 BellSouth® Talk 30 Value Plan (Obsoleted 12/17/03)

The BellSouth® Talk 30 Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Talk 30 Value plan provides the Customer with 30 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 30 minutes will be billed on a flat rate per minute basis.

Customers of this plan must subscribe to BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan, or Flat Rate Residential Individual lines. Customers who subscribe to Flat Rate Residential Individual lines must also subscribe to at least two Associated Services listed in Section 3.13 of this tariff. These plans and services are provided by the Company's affiliated incumbent local exchange entity. The Customer must also receive billing for each of these services from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the BellSouth® Talk 30 plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 30 Value plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 30 minutes of usage: *	$3.95	**(I)**

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.1200

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.12 BellSouth® Talk 60 Value Plan (Obsoleted 12/17/03)

The BellSouth® Talk 60 Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Talk 60 Value plan provides the Customer with 60 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 60 minutes will be billed on a flat rate per minute basis.

Customers of this plan must subscribe to BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan, or Flat Rate Residential Individual lines. Customers who subscribe to Flat Rate Residential Individual lines must also subscribe to at least two Associated Services listed in Section 3.13 of this tariff. These plans and services are provided by the Company's affiliated incumbent local exchange entity. The Customer must also receive billing for each of these services from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the BellSouth® Talk 60 plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 60 Value plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 60 minutes of usage: *	$5.95	**(I)**

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.1000

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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100.3 Type 2 - Obsolete Services (N)

100.3.13 BellSouth® Talk 300 Value Plan (Obsoleted 12/17/03) (T,M)

The BellSouth® Talk 300 Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Talk 300 Value plan provides the Customer with 300 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 300 minutes will be billed on a flat rate per minute basis. (M)

Customers of this plan must subscribe to BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan, or Flat Rate Residential Individual lines. Customers who subscribe to Flat Rate Residential Individual lines must also subscribe to at least two Associated Services listed in Section 3.13 of this tariff. These plans and services are provided by the Company's affiliated incumbent local exchange entity. The Customer must also receive billing for each of these services from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the BellSouth® Talk 300 plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 300 Value plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 300 minutes of usage: * $17.95

(B) Additional Per Minute Usage Charge

Each additional minute: $0.0700 (M)

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer. (M) (M)

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100.3 Type 2 - Obsolete Services (N)

100.3.14 BellSouth® Talk 600 Value Plan (Obsoleted 12/17/03) (T,M)

The BellSouth® Talk 600 Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Talk 600 Value plan provides the Customer with 600 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 600 minutes will be billed on a flat rate per minute basis. (M)

Customers of this plan must subscribe to BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan, or Flat Rate Residential Individual lines. Customers who subscribe to Flat Rate Residential Individual lines must also subscribe to at least two Associated Services listed in Section 3.13 of this tariff. These plans and services are provided by the Company's affiliated incumbent local exchange entity. The Customer must also receive billing for each of these services from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the BellSouth® Talk 600 plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 600 Value plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 600 minutes of usage:*	$26.95

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.0600 (M)

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer. (M) (M)

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100.3 Type 2 - Obsolete Services (N)

100.3.15 BellSouth® Talk 1000 Value Plan (Obsoleted 12/17/03) (T,M)

The BellSouth® Talk 1000 Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Talk 1000 Value plan provides the Customer with 1,000 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 1,000 minutes will be billed on a flat rate per minute basis. (M)

Customers of this plan must subscribe to BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan, or Flat Rate Residential Individual lines. Customers who subscribe to Flat Rate Residential Individual lines must also subscribe to at least two Associated Services listed in Section 3.13 of this tariff. These plans and services are provided by the Company's affiliated incumbent local exchange entity. The Customer must also receive billing for each of these services from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the BellSouth® Talk 1000 plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 1000 Value plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 1,000 minutes of usage: * $44.95

(B) Additional Per Minute Usage Charge

Each additional minute: $0.0500 (M)

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer. (M) (M)

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100.3 Type 2 - Obsolete Services

100.3.16 BellSouth® State Talk® Plan (Obsoleted 12/17/03) (T)

BellSouth® State Talk® plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. This service is not available to Customers placing calls to on-line services, Internet access services or for any commercial use. The Company will notify the Customer of the need to select a new calling plan when invalid use, as defined above, is detected. This service is not available for resale by other Carriers. (T)

All calls are billed in sixty (60) minute increments after an initial period, for billing purposes, of sixty (60) minutes. Calls lasting less than the sixty (60) minute limit will be billed at the full sixty (60) minute rate. No fractional usage will be credited to subsequent calls.

This service is only offered in conjunction with the corresponding interstate BellSouth® State Talk® plan service. This service is not offered on an intraLATA only basis. (T)

(A) Monthly Recurring Charge

Monthly Charge per billing account: $9.95

(B) Per Call Rate

	Initial 60 Minute Period or fraction thereof	Each Add'l. 60 Minute period or fraction thereof
Per call Charges:	$0.2500	$0.2500

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Executive Director

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100.3 Type 2 - Obsolete Services

100.3.17 BellSouth® State Talk® Value Plan (Obsoleted 12/17/03) (T)

BellSouth® State Talk® Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. This service is not available to Customers placing calls to on-line services, Internet access services or for any commercial use. The Company will notify the Customer of the need to select a new calling plan when invalid use, as defined above, is detected. This service is not available for resale by other Carriers. (T)

Customers of this plan must subscribe to BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan, or Flat Rate Residential Individual lines. Customers who subscribe to Flat Rate Residential Individual lines must also subscribe to at least two Associated Services listed in Section 3.13 of this tariff. These plans and services are provided by the Company's affiliated incumbent local exchange entity. The Customer must also receive billing for each of these services from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the BellSouth® State Talk® plan without further notice. (T)

All calls are billed in sixty (60) minute increments after an initial period, for billing purposes, of sixty (60) minutes. Calls lasting less than the sixty (60) minute limit will be billed at the full sixty (60) minute rate. No fractional usage will be credited to subsequent calls

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100.3 Type 2 - Obsolete Services

100.3.17 BellSouth® State Talk® Value Plan, (cont'd.) (T)

This service is only offered in conjunction with the corresponding interstate BellSouth® State Talk® Value plan. This service is not offered on an intraLATA only basis. (T)

(A) Monthly Recurring Charge

Monthly Charge per billing account $8.95

(B) Per Call Rate

	Initial 60 Minute Period or fraction thereof	Each Add'l. 60 Minute period or fraction thereof
Per call Charges:	$0.2500	$0.2500

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services (N)

100.3.18 BellSouth® Real Talk® Plan (Obsoleted 12/17/03) (T,M)

The BellSouth® Real Talk® plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. Calls are billed based upon the time of day and day of week in which the call was made. Holiday discounts do not apply. (M)

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Real Talk® plan service. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge*	$4.95

(B) Per Call Rate

Peak Per Minute Rate	$0.1000
Off - Peak Per Minute Rate	$0.0500

(M)

* This charge is the same as the Monthly Recurring Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer. (M) (M)

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services (N)

100.3.19 BellSouth® Real Talk® Value Plan (Obsoleted 12/17/03) (T,M)

The BellSouth® Real Talk® Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. Calls are billed based upon the time of day and day of week in which the call was made. Holiday discounts do not apply. (M)

Customers of this plan must subscribe to BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan, or Flat Rate Residential Individual lines. Customers who subscribe to Flat Rate Residential Individual lines must also subscribe to at least two Associated Services listed in Section 3.13 of this tariff. These plans and services are provided by the Company's affiliated incumbent local exchange entity. The Customer must also receive billing for each of these services from the Company's affiliated incumbent local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the BellSouth® Real Talk® plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Real Talk® Value plan service. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge*	$4.95

(B) Per Call Rate

Peak Per Minute Rate	$0.1000
Off - Peak Per Minute Rate	$0.0500

(M)

* This charge is the same as the Monthly Recurring Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer. (M) (M)

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services (N)

100.3.20 BellSouth® Real Talk® Savings Plan (Obsoleted 12/17/03) (T,M)

The BellSouth® Real Talk® Savings plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines and Customers must meet the criteria identified in 100.3.20(C) below. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. Calls are billed based upon the time of day and day of week in which the call was made. Holiday discounts do not apply. (M)

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Real Talk® Savings plan. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge (per account)*	$2.95

(B) Per Minute Rate

Peak Per Minute Rate	$0.1000
Off-Peak Per Minute Rate	$0.0500

(M)

* This charge is the same as the Monthly Recurring Charge identified in the Company's Interstate Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the customer. (M) (M)

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services **(N)**

100.3.20 BellSouth® Real Talk® Savings Plan, (cont'd.) **(T,M)**

(C) Customer Eligibility Criteria **(M)**

Customers are eligible for this service if they meet all of the following criteria:

(1) Previously subscribed to the Company's services within the last 90 days;

(2) Can demonstrate they switched their interexchange telephone service to another IXC in the last 90 days;

(3) Have not subscribed to any of the Company's services within the last 7 days;

(4) Are not required, because of credit concerns, to post a deposit with the Company; and

(5) Had billings of at least $15.00 per month in total domestic direct dialed revenue when they were a Customer of the Company. **(M)**

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services (N)

100.3.21 BellSouth® Real Talk® Savings Value Plan (Obsoleted 12/17/03) (T,M)

The BellSouth® Real Talk® Savings Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines and Customers must meet the criteria identified in 100.3.21(C) below. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. Calls are billed based upon the time of day and day of week in which the call was made. Holiday discounts do not apply. (M)

Customers of this plan must also subscribe to either BellSouth® Complete Choice® plan or BellSouth® Area Plus® plan. These plans are local service plans offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the Real Talk® Savings plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Real Talk® Savings Value plan. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge (per account)*	$2.95

(B) Per Minute Rate

Peak Per Minute Rate	$0.1000
Off-Peak Per Minute Rate	$0.0500

(M)

* This charge is the same as the Monthly Recurring Charge identified in the Company's Interstate Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the customer. (M) (M)

Material on this page was originally found on Page 79.7

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services **(N)**

100.3.21 BellSouth® Real Talk® Savings Value Plan, (cont'd.) **(T,M)**

(C) Customer Eligibility Criteria **(M)**

Customers are eligible for this service if they meet all of the following criteria:

(1) Previously subscribed to the Company's services within the last 90 days;

(2) Can demonstrate they switched their interexchange telephone service to another IXC in the last 90 days;

(3) Have not subscribed to any of the Company's services within the last 7 days;

(4) Are not required, because of credit concerns, to post a deposit with the Company; and

(5) Had billings of at least $15.00 per month in total domestic direct dialed revenue when they were a Customer of the Company. **(M)**

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services (N)

100.3.22 BellSouth® Distance 300 Plan (Obsoleted 12/17/03) (T,M)

The BellSouth® Distance 300 plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Distance 300 plan provides the Customer with 300 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 300 minutes will be billed on a flat rate per minute basis. (M)

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service only offered in conjunction with the corresponding interstate BellSouth® Distance 300 plan. This service is not offered on an intraLATA only basis.

(A) Customer Eligibility

To be eligible for the Distance 300 plan, customers must also subscribe to (1) BellSouth® Complete Choice® plan, (2) BellSouth® Area Plus® plan, or (3) Flat Rate Residential Individual lines. Customers who subscribe to Flat Rate Residential Individual lines must also subscribe to at least two Associated Services listed in Section 3.13 of this tariff. In addition all Customers who subscribe to this plan must also subscribe to BellSouth® FastAccess® Internet Service. These services are offered by the Company's affiliated incumbent local exchange carrier. Customers must also receive billing for each of these services from the Company's affiliated incumbent local exchange entity.

Customers who no longer meet the eligibility requirements for this plan will be moved to another plan, without further notice, as follows:

(1) Customers who discontinue BellSouth® FastAccess® Internet Service but still have BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan, or Flat Rate Residential Individual lines with at least two Associated Services (Section 3.13) will be moved to the BellSouth® Talk 300 Value plan. (M)

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services **(N)**

100.3.22 BellSouth® Distance 300 Plan, (cont'd.) **(T,M)**

(A) Customer Eligibility **(M)**

(2) Customers who discontinue BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan, or Flat Rate Residential Individual lines with less than two Associated Services (Section 3.13) but still have BellSouth® FastAccess® Internet Service will be moved to the BellSouth® Talk 300 plan.

(3) Customers who discontinue BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan, or Flat Rate Residential Individual lines with less than two Associated Services (Section 3.13) and also discontinue BellSouth® FastAccess® Internet Service will be moved to the BellSouth® Talk 300 plan.

(B) Monthly Service Charge

Charge for initial 300 minutes of usage: * $15.95

(C) Additional Per Minute Usage Charge

Each additional minute: $0.0700 **(M)**

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer. **(M)** **(M)**

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.23 BellSouth® Area Plus® Complete Savings Plan (Obsoleted 12/17/03)

The BellSouth® Area Plus® Complete Savings plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Area Plus® Complete Savings plan provides the Customer with 60 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 60 minutes will be billed on a flat rate per minute basis.

Customers of this plan must also subscribe to BellSouth® Area Plus® plan with Complete Choice® service plan. This plan is a local service plan offered by the Company's affiliated local exchange entity. Customers who discontinue one of these services will be transferred to the Talk 60 Value plan without further notice. Customers who discontinue both of these services will be transferred to the Talk 60 plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Area Plus® Complete Savings plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 60 minutes of usage: *	$4.95	**(I)**

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.0500

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.24 BellSouth® Area Plus® Savings Plan (Obsoleted 12/17/03)

The BellSouth® Area Plus® Savings plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

Customers of this plan must also subscribe to BellSouth® Area Plus® plan. This plan is a local service plan offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirement identified above will be transferred to the Fixed Rate Plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Area Plus® Savings plan. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge*	$4.95	**(I)**

(B) Per Minute Rate

Per Minute Charge	$0.0500

* This charge is the same as the Monthly Recurring Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services (N)

100.3.25 BellSouth® Basic Savings Plan (Obsoleted 12/17/03) (T,M)

The BellSouth® Basic Savings plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines and Customers must meet the criteria identified in 100.3.25(B) below. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. (M)

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Basic Savings plan. This service is not offered on an intraLATA only basis.

(A) Per Minute Rate

Per Minute Charge	$0.0800

(B) Customer Eligibility Criteria

Customers are eligible for this service if they meet the following requirements:

(1) They meet all of the following criteria

(a) Previously subscribed to the Company's services within the last 90 days;

(b) Can demonstrate they switched their interexchange telephone service to another IXC in the last 90 days; (M)

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services **(N)**

100.3.25 BellSouth® Basic Savings Plan, (cont'd.) **(T,M)**

(B) Customer Eligibility Criteria, (cont'd.) **(M)**

Customers are eligible for this service if they meet the following requirements:, (continued)

(1) They meet all of the following criteria, (continued)

(c) Have not subscribed to any of the Company's services within the last 7 days;

(d) Are not required, because of credit concerns, to post a deposit with the Company; and

(e) Had billings of at least $15.00 per month in total domestic direct dialed revenue when they were a Customer of the Company.

(2) They place a new service order for residential access line(s) from the Company's affiliated local exchange entity at the same time that they subscribe to this service. **(M)**

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services (N)

100.3.26 BellSouth® Basic Savings Value Plan (Obsoleted 12/17/03) (T,M)

The BellSouth® Basic Savings Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines and Customers must meet the criteria identified in 100.3.26(B) below. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. (M)

Customers of this plan must also subscribe to either BellSouth® Complete Choice® plan or BellSouth® Area Plus® plan. These plans are local service plans offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the Basic Savings plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding intrastate BellSouth® Basic Savings Value plan. This service is not offered on an intraLATA only basis.

(A) Per Minute Rate

Per Minute Charge	$0.0800

(B) Customer Eligibility Criteria

Customers are eligible for this service if they meet the following requirements:

(1) They meet all of the following criteria

(a) Previously subscribed to the Company's services within the last 90 days;

(b) Can demonstrate they switched their interexchange telephone service to another IXC in the last 90 days; (M)

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services **(N)**

100.3.26 BellSouth® Basic Savings Value Plan, (cont'd.) **(T,M)**

(B) Customer Eligibility Criteria, (cont'd.) **(M)**

Customers are eligible for this service if they meet the following requirements:, (continued)

(1) They meet all of the following criteria, (continued)

(c) Have not subscribed to any of the Company's services within the last 7 days;

(d) Are not required, because of credit concerns, to post a deposit with the Company; and

(e) Had billings of at least $15.00 per month in total domestic direct dialed revenue when they were a Customer of the Company.

(2) They place a new service order for residential access line(s) from the Company's affiliated local exchange entity at the same time that they subscribe to this service. **(M)**

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services

100.3.27 BellSouth® Business Fixed Rate Plus Plan (Obsoleted 1/03/04) (T,M)

The BellSouth® Business Fixed Rate Plus plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. (M)

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Fixed Rate Plus plan. This service is not offered on an intraLATA only basis.

The monthly recurring charge will be waived in instances where the Customer's monthly billing is $50.00 or more of combined intrastate and interstate usage. Surcharges, taxes and other similar fees shall not be included in the calculation for the waiving of the monthly recurring charge.

(A) Monthly Recurring Charge

Monthly Charge per billing account*	$4.95

(B) Per Minute Rate

Per Minute Charge	$0.0700

(M)

* This charge is the same as the Monthly Recurring Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer. (M) (M)

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services

100.3.27 BellSouth® Business Fixed Rate Plus Plan, (Cont'd.) (T,M)

(C) Term Plans (M)

Term plan discounts are available for the Per Minute Rate for this plan. Term plan discounts do not apply to the Monthly Recurring Charge. Term plan discounts are available as follows:

(1) Term Plan Discounts

	Discount %
One Year Term	5.00 %
Two Year Term	8.00 %
Three Year Term	14.00 %

(2) Termination Charge

Term plan Customers who cancel their plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the discount the Customer has received up to the point of cancellation. The termination charge is equal to [(Per minute rate x Discount %) x Monthly Minutes of Use ("MOU's") x Number of Months Expired on the Contract]. (M)

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services

100.3.28 BellSouth® Business Fixed Rate Ultra® Plan (Obsoleted 1/03/04) (T)

The BellSouth® Business Fixed Rate Ultra® plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. (T)

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Fixed Rate Ultra® plan. This service is not offered on an intraLATA only basis. (T)

The monthly recurring charge will be waived in instances where the Customer's monthly billing is $200.00 or more of combined intrastate and interstate usage. Surcharges, taxes and other similar fees shall not be included in the calculation for the waiving of the monthly recurring charge.

(A) Monthly Recurring Charge

Monthly Charge per billing account*	$9.95

(B) Per Minute Rate

Per Minute Charge	$0.0670

* This charge is the same as the Monthly Recurring Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services

100.3.28 BellSouth® Business Fixed Rate Ultra® Plan (Cont'd.) (T)

(C) Term Plans

Term plan discounts are available for the Per Minute Rate for this plan. Term plan discounts do not apply to the Monthly Recurring Charge. Term plan discounts are available as follows:

(1) Term Plan Discounts

	Discount %
One Year Term	5.00 %
Two Year Term	8.00 %
Three Year Term	14.00 %

(2) Termination Charge

Term plan Customers who cancel their plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the discount the Customer has received up to the point of cancellation. The termination charge is equal to [(Per minute rate x Discount %) x Monthly Minutes of Use ("MOU's") x Number of Months Expired on the Contract].

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services

100.3.29 BellSouth® Business Fixed Rate Value Plan (Obsoleted 1/03/04) (T,M)

The BellSouth® Business Fixed Rate Value plan is a direct dialed outbound long distance service offered to business Customers from switched access lines and Customers must meet the criteria identified in 100.3.29(C) below. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. (M)

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Fixed Rate Value plan. This service is not offered on an intraLATA only basis.

The monthly recurring charge will be waived in instances where the Customer's monthly billing is $100.00 or more of combined intrastate and interstate usage. Surcharges, taxes and other similar fees shall not be included in the calculation for the waiving of the monthly recurring charge.

(A) Monthly Recurring Charge

Monthly Charge per billing account*	$1.95

(B) Per Minute Rate

Per Minute Charge	$0.0600

(M)

* This charge is the same as the Monthly Recurring Charge identified in the Company's Interstate Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the customer. (M) (M)

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services

100.3.29 BellSouth® Business Fixed Rate Value Plan (Cont'd.) **(T,M)**

(C) Customer Eligibility Criteria **(M)**

Customers are eligible for this service if they meet all of the following criteria:

(1) Previously subscribed to the Company's services within the last 90 days;

(2) Can demonstrate they switched their interexchange telephone service to another IXC in the last 90 days;

(3) Have not subscribed to any of the Company's services within the last 7 days;

(4) Are not required, because of credit concerns, to post a deposit with the Company; and

(5) Had billings of at least $30.00 per month in total domestic direct dialed revenue when they were a Customer of the Company. **(M)**

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services

100.3.29 BellSouth® Business Fixed Rate Value Plan (Cont'd.) **(T,M)**

(D) Term Plans **(M)**

Term plan discounts are available for the Per Minute Rate for this plan. Term plan discounts do not apply to the Monthly Recurring Charge. Term plan discounts are available as follows:

(1) Term Plan Discounts

	Discount %
One-Year Term	5.00 %
Two-Year Term	8.00 %
Three-Year Term	14.00 %

(2) Termination Charge

Term plan Customers who cancel their plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the discount the Customer has received up to the point of cancellation. The termination charge is equal to [(Per minute rate x Discount %) x Monthly Minutes of Use ("MOU's") x Number of Months Expired on the Contract]. **(M)**

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services

100.3.30 BellSouth® Business Package Minutes Plan (Obsoleted 1/03/04) (T,M)

The BellSouth® Business Package Minutes plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Business Package Minutes plan provides the Customer with 1,000 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 1,000 minutes will be billed on a flat rate per minute basis. (M)

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Package Minutes plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 1,000 minutes of usage: * $64.95

(B) Additional Per Minute Usage Charge

Each additional minute: $0.0750 (M)

* This charge is the same as the Monthly Service Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer. (M) (M)

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EXECUTIVE DIRECTOR

Director, Business Implementation and Compliance
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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services

100.3.30 BellSouth® Business Package Minutes Plan (Cont'd.) (T,M)

(C) Term Plans (M)

Term plan discounts are available for the Monthly Service Charge and Additional Per Minute Usage Charges for this plan. Term plan discounts are available as follows:

(1) Term Plan Discounts	Discount %
One Year Term	5.00 %
Two Year Term	8.00 %
Three Year Term	14.00 %

(2) Termination Charge

Term plan Customers who cancel their plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the discount the Customer has received on the monthly service charge and any additional per minute usage charges up to the point of cancellation. The termination charge is equal to [(Monthly Service Charge x Discount % x Number of Months Expired on the Contract] + [(Per minute rate x Discount %) x Monthly Additional Minutes of Use ("MOU's") x Number of Months Expired on the Contract]. (M)

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100.3.31 BellSouth® Business State Talk® Plan (Obsoleted 1/03/04) (T)

The BellSouth® Business State Talk® plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. This service is not available to Customers placing calls to on-line services or Internet access services. The Company will notify the Customer of the need to select a new calling plan when invalid use, as defined above, is detected. This service is not available for resale by other Carriers. (T)

All calls are billed in sixty (60) minute increments after an initial period, for billing purpose, of sixty (60) minutes. Calls lasting less than the sixty (60) minute limit will be billed at the full sixty (60) minute rate. No fractional usage will be credited to subsequent calls. This plan is not available under a term plan and term discounts do not apply.

This service is only offered in conjunction with the corresponding interstate BellSouth® Business State Talk® plan. This service is not offered on an intraLATA only basis. (T)

(A) Monthly Recurring Charge

Monthly Charge per billing account:	$9.95

(B) Per Call Rate

	Initial 60 Minute Period or fraction thereof	Each Add'l. 60 Minute period or fraction thereof
Per call Charges:	$0.2500	$0.2500

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100.3.32 BellSouth® Business Monthly Saver Plan (Obsoleted 1/03/04) (T,M)

The BellSouth® Business Monthly Saver plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. (M)

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Monthly Saver plan. This service is not offered on an intraLATA only basis.

Customers to this service are required to commit to a minimum monthly commitment charge. The Customer will be billed the minimum monthly commitment level if actual usage is below the commitment level in any month. Usage over the minimum monthly commitment level may not be carried over to future months to satisfy the commitment level. The commitment level can be reached by any combination of intrastate, interstate or international usage. Per minute rates for interstate and international usage are available in the Company's Business Services Pricing and Service Guide. Surcharges, taxes and other similar fees shall not be included in the calculation for the determination of whether the minimum monthly commitment level has been meet. Term discounts apply to intrastate and interstate usage.

(A) Minimum Monthly Commitment	Per Minute Rate
$100.00	$0.0700
$250.00	$0.0620
$500.00	$0.0600
$1,000.00	$0.0580
$2,000.00	$0.0570
$4,000.00	$0.0570
$5,000.00	$0.0560
$10,000.00	$0.0550
$20,000.00	$0.0550 (M)

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100.3.32 BellSouth® Business Monthly Saver Plan (Cont'd.) (T,M)

(B) Term Plans (M)

A term plan discount is available on the Per Minute Rate for this plan. Term plan discounts apply to intrastate and interstate usage after commitment determinations are made. Term plan discounts are calculated on actual usage and will not apply to any shortfall payments from the Customer due to the Customer's failure to meet the minimum monthly commitment.

(1) Term Plan Discounts

	Discount %
One Year Term	5.00 %
Two Year Term	8.00 %
Three Year Term	14.00 %

(2) Termination Charge

Term plan Customers who cancel their plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the discount the Customer has received up to the point of cancellation. The termination charge is equal to [(Per minute rates x Discount %) x Monthly Minutes of Use ("MOUs") x Number of Months Expired on the Contract]. (M)

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services

100.3.33 BellSouth® Business Volume Discount Plan (Obsoleted 1/03/04) (T,M)

The BellSouth® Business Volume Discount plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. (M)

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Volume Discount plan. This service is not offered on an intraLATA only basis.

A minimum monthly usage charges is associated with this service. Customers to this service who exceed the minimum monthly usage charge will be given a discount off of the base rate provided below based upon the actual monthly usage. Monthly usage is calculated utilizing any combination of intrastate, interstate or international usage. Per minute rates for interstate and international usage are available in the Company's Business Services Pricing and Service Guide. Surcharges, taxes and other similar fees shall not be included in the calculation for determination of whether in the monthly usage calculation has been met. Usage over the minimum monthly commitment level may not be carried over to future months to satisfy the commitment level. (M)

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100.3 Type 2 - Obsolete Services

100.3.33 BellSouth® Business Volume Discount Plan (Cont'd.) **(T,M)**

(A) Per Minute Rate **(M)**

Per Minute Charge	$0.0990

(B) Minimum Monthly Usage Charge

Minimum Monthly Charge	$30.00

(C) Monthly Usage

From	To	Discount %
$0.00	$199.99	0.00 %
$200.00	$499.99	20.00 %
$500.00	$999.99	25.00 %
$1,000.00	$2,499.99	30.00 %
$2,500.00	$4,999.99	35.00 %
$5,000.00	$5,000.01 +	40.00 %

(M)

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100.3 Type 2 - Obsolete Services

100.3.33 BellSouth® Business Volume Discount Plan (Cont'd.) (T,M)

(D) Term Plans (M)

Term plan discounts are available for the discounted Per Minute Rate for this plan. Term Plan discounts are calculated on all plan usage after usage discounts are applied. Term Plan discounts are available as follows:

(1) Term Plan Discounts

	Discount %
One Year Term	5.00 %
Two Year Term	8.00 %
Three Year Term	14.00 %

(2) Termination Charge

Term plan Customers who cancel their plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the discount the Customer has received up to the point of cancellation. The termination charge is equal to [(Per minute rate for all usage x Discount % x Monthly Minutes of Use for all Charges) x Number of Months Expired on the Contract]. (M)

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100.3 Type 2 - Obsolete Services

100.3.34 BellSouth® Business 500 Minutes Integrated Solutions – T1 Plan (Obsoleted 1/03/04) (T,M)

The BellSouth® Business 500 Minutes Integrated Solutions – T1 plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Business 500 Minutes Integrated Solutions – T1 plan provides the Customer with 500 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge. Additional usage over the initial 500 minutes will be billed on a flat rate per minute basis. No term discount is applicable to this service. (M)

Customers of this plan must also subscribe to a BellSouth® Integrated Solutions local service contract offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to Business Message Telecommunications Service without further notice until such time as the Customer selects another Company service.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business 500 Minutes Integrated Solutions – T1 plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 500 minutes of usage: *	$29.50

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.0750	(M)

* This charge is the same as the Monthly Service Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer. (M)

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services

100.3.35 BellSouth® Business 1000 Minutes Integrated Solutions – T1 Plan (Obsoleted 1/03/04) (T,M)

The BellSouth® Business 1000 Minutes Integrated Solutions – T1 plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Business 1000 Minutes Integrated Solutions – T1 plan provides the Customer with 1,000 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge. Additional usage over the initial 1,000 minutes will be billed on a flat rate per minute basis. No term discount is applicable to this service. (M)

Customers of this plan must also subscribe to a BellSouth® Integrated Solutions local service contract offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to Business Message Telecommunications Service without further notice until such time as the Customer selects another Company service.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business 1000 Minutes Integrated Solutions – T1 plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 1,000 minutes of usage: *	$59.00

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.0750 (M)

* This charge is the same as the Monthly Service Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer. (M) (M)

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100.3 Type 2 - Obsolete Services

100.3.36 BellSouth® Business 1500 Minutes Integrated Solutions – T1 Plan (Obsoleted 1/03/04) (T,M)

The BellSouth® Business 1500 Minutes Integrated Solutions – T1 plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Business 1500 Minutes Integrated Solutions – T1 plan provides the Customer with 1,500 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge. Additional usage over the initial 1,500 minutes will be billed on a flat rate per minute basis. No term discount is applicable to this service. (M)

Customers of this plan must also subscribe to a BellSouth® Integrated Solutions local service contract offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to Business Message Telecommunications Service without further notice until such time as the Customer selects another Company service.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business 1500 Minutes Integrated Solutions – T1 plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 1,500 minutes of usage:*	$88.50

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.0750 (M)

* This charge is the same as the Monthly Service Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer. (M) (M)

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services

100.3.37 BellSouth® Business 2500 Minutes Integrated Solutions – T1 Plan (Obsoleted 1/03/04) (T,M)

The BellSouth® Business 2500 Minutes Integrated Solutions – T1 plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Business 2500 Minutes Integrated Solutions – T1 plan provides the Customer with 2,500 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge. Additional usage over the initial 2,500 minutes will be billed on a flat rate per minute basis. No term discount is applicable to this service. (M)

Customers of this plan must also subscribe to a BellSouth® Integrated Solutions local service contract offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to Business Message Telecommunications Service without further notice until such time as the Customer selects another Company service.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business 2500 Minutes Integrated Solutions – T1 plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 2,500 minutes of usage:*	$147.50

(B) Additional Per Minute Usage Charge

Each additional minute:	$0.0750 (M)

* This charge is the same as the Monthly Service Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer. (M) (M)

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services

100.3.38 BellSouth® Business Savvy Plan (Obsoleted 1/03/04) (T,M)

The BellSouth® Business Savvy plan is a direct dialed outbound long distance service offered to business Customers from switched access lines and Customers must meet the criteria identified in 100.3.38(B) below. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. (M)

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Savvy plan. This service is not offered on an intraLATA only basis.

(A) Per Minute Rate

Per Minute Charge	$0.0650

(B) Customer Eligibility Criteria

Customers are eligible for this service if they meet all of the following criteria:

(1) Previously subscribed to the Company's services within the last 90 days;

(2) Can demonstrate they switched their interexchange telephone service to another IXC in the last 90 days;

(3) Have not subscribed to any of the Company's services within the last 7 days;

(4) Are not required, because of credit concerns, to post a deposit with the Company; and

(5) Had billings of at least $30.00 per month in total domestic direct dialed revenue when they were a Customer of the Company. (M)

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services

100.3.38 BellSouth® Business Savvy Plan (Cont'd.) (T,M)

(C) Term Plans (M)

Term plan discounts are available for the Per Minute Rate for this plan. Term plan discounts do not apply to the Monthly Recurring Charge. Term plan discounts are available as follows:

(1)

Term Plan Discounts	**Discount %**
One Year Term	5.00 %
Two Year Term	8.00 %
Three Year Term	14.00 %

(2) Termination Charge

Term plan Customers who cancel their plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the discount the Customer has received up to the point of cancellation. The termination charge is equal to [(Per minute rate x Discount %) x Monthly Minutes of Use ("MOU's") x Number of Months Expired on the Contract]. (M)

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.39 BellSouth® Savings Plan (Obsoleted 1/31/04)

The BellSouth® Savings plan is a direct dialed domestic outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

To be eligible for this plan Customers must: (1) be new or existing subscribers to BellSouth Long Distance; (2) be new Customers to the Company's affiliated incumbent local exchange entity but previously have had local exchange service from a competitive local exchange entity at the Customer's present address; and, (3) must subscribe to BellSouth® Complete Choice® plan, BellSouth® Area Plus® plan or Flat Rate Residential Individual lines. Flat Rate Residential Individual lines Customers must also subscribe to at least two Associated Services listed in Section 3.13 of this tariff. These plans and services are provided by the Company's affiliated incumbent local exchange entity.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Savings plan. This service is not offered on an intraLATA only basis. Employee Discounts, as defined in Section 4.8 of this tariff, do not apply for this plan.

(A) Monthly Recurring Charge

Monthly Charge*	$4.95	**(I)**

(B) Per Minute Rate

Rate Per Minute	$0.0500

* This charge is the same as the Monthly Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly charge will apply when both interstate and intrastate service is provided to the Customer.

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100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.40 BellSouth® Basic Unlimited Plan (Obsoleted 4/01/05)

The BellSouth® Basic Unlimited plan is a direct dialed outbound long distance service offered to single line or multi-line residential Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Basic Unlimited plan provides the Customer with unlimited minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply). This plan does not provide call detail information on the Customer's monthly bill.

This service is only offered in conjunction with the corresponding interstate BellSouth® Basic Unlimited plan. An additional monthly service charge will apply for the corresponding interstate service. This service is not offered on an intraLATA or intrastate only basis.

(A) Monthly Service Charge

Monthly Charge	$13.99

(B) Customer Eligibility Criteria

In order to be eligible for this plan, the Company must be able to verify that the Customer meets the following eligibility requirements. Customers who no longer meet these eligibility requirements will not be eligible for this plan and may be offered an alternative plan or have their service suspended, restricted or canceled without prior notice. Customers are eligible for this service if they meet the following requirements: **(T)** | **(T)**

(1) This plan is available to Customers with one to three lines at a location.

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.40 BellSouth® Basic Unlimited Plan, (cont'd.)

(B) Customer Eligibility Criteria, (cont'd.)

(2) Single line Customers must subscribe to BellSouth Long Distance and must also subscribe to one of the Company's affiliated incumbent local exchange entity's residential services (except for the BellSouth® Complete Choice® plan or BellSouth® PreferredPack® plan) with no Associated Services as defined in Section 3.13 of this tariff. Multi-line Customers must subscribe to BellSouth Long Distance and to one of the Company's affiliated incumbent local exchange entity's residential services (except for the BellSouth® Complete Choice® plan or BellSouth® PreferredPack® plan) on each line under this plan with no Associated Services. The Customer must receive billing for each of these services from the Company's affiliated incumbent local exchange entity.

(3) Customers must presubscribe to BellSouth Long Distance for both intraLATA and interLATA long distance service on all lines subscribed to under this plan.

(4) Customer lines associated with educational institutions, (colleges, universities, etc.) are not eligible for this plan.

(5) This plan cannot be used for any use inconsistent with residential service.

(6) This plan is not available for resale.

(7) This plan is not available on an account that is the recipient of charges billed from another location.

(8) Unlimited plan usage does not include calls to 900, 976, 700 numbers and other calls to access information services, directory assistance, calling card, operator services, international calling and toll free calling services. **(T)**

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100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.40 BellSouth® Basic Unlimited Plan, (cont'd.)

(B) Customer Eligibility Criteria, (cont'd.)

(9) If usage under this plan is not consistent with typical residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel the Customer's service without prior notice. Excluding any limitation based on number of minutes of usage, calls that are not consistent with typical residential voice usage include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing. **(T)** **(T)**

(10) Employee discounts, as defined in Section 4.8 of this tariff, do not apply for this plan.

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100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.41 BellSouth® Basic Unlimited Value Plan (Obsoleted 4/01/05)

The BellSouth® Basic Unlimited Value plan is a direct dialed outbound long distance service offered to single line or multi-line residential Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Basic Unlimited Value plan provides the Customer with unlimited minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply). This plan does not provide call detail information on the Customer's monthly bill.

This service is only offered in conjunction with the corresponding interstate BellSouth® Basic Unlimited Value plan. An additional monthly service charge will apply for the corresponding interstate service. This service is not offered on an intraLATA or intrastate only basis.

(A) Monthly Service Charge

Monthly Charge	$13.99

(B) Customer Eligibility Criteria

In order to be eligible for this plan, the Company must be able to verify that the Customer meets the following eligibility requirements. Customers who no longer meet these eligibility requirements will not be eligible for this plan and may be offered an alternative service or have their service suspended, restricted or canceled without prior notice. Customers are eligible for this service if they meet the following requirements: **(T)** | **(T)**

(1) This plan is available to Customers with one to three lines at a location.

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.41 BellSouth® Basic Unlimited Value Plan, (cont'd.)

(B) Customer Eligibility Criteria, (cont'd.)

(2) Single line Customers must subscribe to BellSouth Long Distance and must also subscribe to one of the Company's affiliated incumbent local exchange entity's residential services (except for BellSouth® Complete Choice® plan or BellSouth® PreferredPack® plan) and must also subscribe to at least one Associated Service listed in Section 3.13 of this tariff. Multi-line Customers must subscribe to BellSouth Long Distance and to one of the Company's affiliated incumbent local exchange entity's residential services (except for BellSouth® Complete Choice® plan or BellSouth® PreferredPack® plan) on each line under this plan and must also subscribe to at least one Associated Service listed in Section 3.13 of this tariff on the primary line. The Customer must receive billing for each of these services from the Company's affiliated incumbent local exchange entity.

(3) Customers must presubscribe to BellSouth Long Distance for both intraLATA and interLATA long distance service on all lines subscribed to under this plan.

(4) Customer lines associated with educational institutions, (colleges, universities, etc.) are not eligible for this plan.

(5) This plan cannot be used for any use inconsistent with residential service.

(6) This plan is not available for resale.

(7) This plan is not available on an account that is the recipient of charges billed from another location.

(8) Unlimited plan usage does not include calls to 900, 976, 700 numbers and other calls to access information services, directory assistance, calling card, operator services, international calling and toll free calling services. **(T)**

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.41 BellSouth® Basic Unlimited Value Plan, (cont'd.)

(B) Customer Eligibility Criteria, (cont'd.)

(9) If usage under this plan is not consistent with typical residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel the Customer's service without prior notice. Excluding any limitation based on number of minutes of usage, calls that are not consistent with typical residential voice usage include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing. **(T)** **(T)**

(10) Employee discounts, as defined in Section 4.8 of this tariff, do not apply for this plan.

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.42 BellSouth® Basic Unlimited Savings Plan (Obsoleted 4/01/05)

The BellSouth® Basic Unlimited Savings plan is a direct dialed outbound long distance service offered to single line or multi-line residential Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Basic Unlimited Savings plan provides the Customer with unlimited minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply). This plan does not provide call detail information on the Customer's monthly bill.

This service is only offered in conjunction with the corresponding interstate BellSouth® Basic Unlimited Savings plan. An additional monthly service charge will apply for the corresponding interstate service. This service is not offered on an intraLATA or intrastate only basis.

(A) Monthly Service Charge

Monthly Charge	$13.99

(B) Customer Eligibility Criteria

In order to be eligible for this plan, the Company must be able to verify that the Customer meets the following eligibility requirements. Customers who no longer meet these eligibility requirements will not be eligible for this plan and may be offered an alternative plan or have their service suspended, restricted or canceled without prior notice. Customers are eligible for this service if they meet the following requirements: **(T)** | **(T)**

(1) This plan is available to Customers with one to three lines at a location.

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.42 BellSouth® Basic Unlimited Savings Plan, (cont'd.)

(B) Customer Eligibility Criteria, (cont'd.)

(2) Single line Customers must subscribe to BellSouth Long Distance and must also subscribe to one of the Company's affiliated incumbent local exchange entity's residential services (except for BellSouth® Complete Choice® plan or BellSouth® PreferredPack® plan) with no Associated Services as defined in Section 3.13 of this tariff. Multi-line Customers must subscribe to BellSouth Long Distance and to one of the Company's affiliated incumbent local exchange entity's residential services (except for BellSouth® Complete Choice® plan or BellSouth® PreferredPack® plan) on each line under this plan with no Associated Services.

(3) Customers must presubscribe to BellSouth Long Distance for both intraLATA and interLATA long distance service on all lines subscribed to under this plan.

(4) Customer lines associated with educational institutions, (colleges, universities, etc.) are not eligible for this plan.

(5) This plan cannot be used for any use inconsistent with residential service.

(6) This plan is not available for resale.

(7) This plan is not available on an account that is the recipient of charges billed from another location.

(8) Unlimited plan usage does not include calls to 900, 976, 700 numbers and other calls to access information services, directory assistance, calling card, operator services, international calling and toll free calling services. **(T)**

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.42 BellSouth® Basic Unlimited Savings Plan, (cont'd.)

(B) Customer Eligibility Criteria, (cont'd.)

(9) If usage under this plan is not consistent with typical residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel the Customer's service without prior notice. Excluding any limitation based on number of minutes of usage, calls that are not consistent with typical residential voice usage include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing. **(T)** **(T)**

(10) Employee discounts, as defined in Section 4.8 of this tariff, do not apply for this plan.

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.43 BellSouth® Basic Unlimited Savings Value Plan (Obsoleted 4/01/05)

The BellSouth® Basic Unlimited Savings Value plan is a direct dialed outbound long distance service offered to single line or multi-line residential Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Basic Unlimited Savings Value plan provides the Customer with unlimited minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply). This plan does not provide call detail information on the Customer's monthly bill.

This service is only offered in conjunction with the corresponding interstate BellSouth® Basic Unlimited Savings Value plan. An additional monthly service charge will apply for the corresponding interstate service. This service is not offered on an intraLATA or intrastate only basis.

(A) Monthly Service Charge

Monthly Charge	$13.99

(B) Customer Eligibility Criteria

In order to be eligible for this plan, the Company must be able to verify that the Customer meets the following eligibility requirements. Customers who no longer meet these eligibility requirements will not be eligible for this plan and may be offered an alternative plan or have their service suspended, restricted or canceled without prior notice. Customers are eligible for this service if they meet the following requirements: **(T)** | **(T)**

(1) This plan is available to Customers with one to three lines at a location.

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.43 BellSouth® Basic Unlimited Savings Value Plan, (cont'd.)

(B) Customer Eligibility Criteria, (cont'd.)

(2) Single line Customers must subscribe to BellSouth Long Distance and must also subscribe to one of the Company's affiliated incumbent local exchange entity's residential services (except for BellSouth® Complete Choice® plan or BellSouth® PreferredPack® plan) and must also subscribe to at least one Associated Service listed in Section 3.13 of this tariff. Multi-line Customers must subscribe to BellSouth Long Distance and to one of the Company's affiliated incumbent local exchange entity's residential services (except for BellSouth® Complete Choice® plan or BellSouth® PreferredPack® plan) on each line under this plan and must also subscribe to at least one Associated Service listed in Section 3.13 of this tariff on the primary line.

(3) Customers must presubscribe to BellSouth Long Distance for both intraLATA and interLATA long distance service on all lines subscribed to under this plan.

(4) Customer lines associated with educational institutions, (colleges, universities, etc.) are not eligible for this plan.

(5) This plan cannot be used for any use inconsistent with residential service.

(6) This plan is not available for resale.

(7) This plan is not available on an account that is the recipient of charges billed from another location.

(8) Unlimited plan usage does not include calls to 900, 976, 700 numbers and other calls to access information services, directory assistance, calling card, operator services, international calling and toll free calling services. **(T)**

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.43 BellSouth® Basic Unlimited Savings Value Plan, (cont'd.)

(B) Customer Eligibility Criteria, (cont'd.)

(9) If usage under this plan is not consistent with typical residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel the Customer's service without prior notice. Excluding any limitation based on number of minutes of usage, calls that are not consistent with typical residential voice usage include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing. **(T)** **(T)**

(10) Employee discounts, as defined in Section 4.8 of this tariff, do not apply for this plan.

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.44 BellSouth® Basic Unlimited II Plan (Obsoleted 11/01/05) **(T,M)**

The BellSouth® Basic Unlimited II plan is a direct dialed outbound long distance service offered to single line or multi-line residential Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Basic Unlimited II plan provides the Customer with unlimited minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply). This plan does not provide call detail information on the Customer's monthly bill. **(M)**

This service is only offered in conjunction with the corresponding interstate BellSouth® Basic Unlimited II plan. An additional monthly service charge will apply for the corresponding interstate service. This service is not offered on an intraLATA or intrastate only basis.

(A) Monthly Service Charge

Monthly Charge	$13.99

(B) Customer Eligibility Criteria

In order to be eligible for this plan, the Company must be able to verify that the Customer meets the following eligibility requirements. Customers who no longer meet these eligibility requirements will not be eligible for this plan and may be offered an alternative plan or have their service suspended, restricted or canceled without prior notice. Customers are eligible for this service if they meet the following requirements:

(1) This plan is available to Customers with one to three lines at a location. **(M)**

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.44 BellSouth® Basic Unlimited II Plan (Obsoleted 11/01/05), (cont'd.) **(T,M)**

(B) Customer Eligibility Criteria, (cont'd.) **(M)**

(2) Single line Customers must subscribe to BellSouth Long Distance and must also subscribe to one of the Company's affiliated incumbent local exchange entity's residential services (except for BellSouth® Complete Choice® plan or BellSouth® PreferredPack® plan) with no Associated Services as defined in Section 3.13 of this tariff. Multi-line Customers must subscribe to BellSouth Long Distance and to one of the Company's affiliated incumbent local exchange entity's residential services (except for BellSouth® Complete Choice® plan or BellSouth® PreferredPack® plan) on each line under this plan with no Associated Services. The Customer must receive billing for each of these services from the Company's affiliated incumbent local exchange entity.

(3) Customers must presubscribe to BellSouth Long Distance for both intraLATA and interLATA long distance service on all lines subscribed to under this plan.

(4) Customer lines associated with educational institutions, (colleges, universities, etc.) are not eligible for this plan.

(5) This plan cannot be used for any use inconsistent with residential service.

(6) This plan is not available for resale.

(7) This plan is not available on an account that is the recipient of charges billed from another location.

(8) Unlimited plan usage does not include multi-party conference calls (except those calls placed by using the Three-Way Calling feature are included), calls to 900, 976, 700 numbers and other calls to access information services, directory assistance, calling card, operator services, international calling and toll free calling services. **(M)**

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100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.44 BellSouth® Basic Unlimited II Plan (Obsoleted 11/01/05), (cont'd.)

(B) Customer Eligibility Criteria, (cont'd.)

(9) If usage under this plan is not consistent with typical residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel the Customer's service without prior notice. Excluding any limitation based on number of minutes of usage, calls that are not consistent with typical residential voice usage include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing. **(T)** **(T)**

(10) Employee discounts, as defined in Section 4 of this tariff, do not apply for this plan.

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.45 BellSouth® Basic Unlimited II Value Plan (Obsoleted 11/01/05) **(T,M)**

The BellSouth® Basic Unlimited II Value plan is a direct dialed outbound long distance service offered to single line or multi-line residential Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Basic Unlimited II Value plan provides the Customer with unlimited minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply). This plan does not provide call detail information on the Customer's monthly bill. **(M)**

This service is only offered in conjunction with the corresponding interstate BellSouth® Basic Unlimited II Value plan. An additional monthly service charge will apply for the corresponding interstate service. This service is not offered on an intraLATA or intrastate only basis.

(A) Monthly Service Charge

Monthly Charge	$13.99

(B) Customer Eligibility Criteria

In order to be eligible for this plan, the Company must be able to verify that the Customer meets the following eligibility requirements. Customers who no longer meet these eligibility requirements will not be eligible for this plan and may be offered an alternative service or have their service suspended, restricted or canceled without prior notice. Customers are eligible for this service if they meet the following requirements:

(1) This plan is available to Customers with one to three lines at a location. **(M)**

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.45 BellSouth® Basic Unlimited II Value Plan (Obsoleted 11/01/05), (cont'd.) **(T,M)**

(B) Customer Eligibility Criteria, (cont'd.) **(M)**

(2) Single line Customers must subscribe to BellSouth Long Distance and must also subscribe to one of the Company's affiliated incumbent local exchange entity's residential services (except for BellSouth® Complete Choice® plan or BellSouth® PreferredPack® plan) and must also subscribe to at least one Associated Service listed in Section 3.13 of this tariff. Multi-line Customers must subscribe to BellSouth Long Distance and to one of the Company's affiliated incumbent local exchange entity's residential services (except for BellSouth® Complete Choice® plan or BellSouth® PreferredPack® plan) on each line under this plan and must also subscribe to at least one Associated Service listed in Section 3.13 of this tariff on the primary line. The Customer must receive billing for each of these services from the Company's affiliated incumbent local exchange entity.

(3) Customers must presubscribe to BellSouth Long Distance for both intraLATA and interLATA long distance service on all lines subscribed to under this plan.

(4) Customer lines associated with educational institutions, (colleges, universities, etc.) are not eligible for this plan.

(5) This plan cannot be used for any use inconsistent with residential service.

(6) This plan is not available for resale.

(7) This plan is not available on an account that is the recipient of charges billed from another location. **(M)**

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.45 BellSouth® Basic Unlimited II Value Plan (Obsoleted 11/01/05), (cont'd.)

(B) Customer Eligibility Criteria, (cont'd.)

(8) Unlimited plan usage does not include multi-party conference calls (except those calls placed by using the Three-Way Calling feature are included), calls to 900, 976, 700 numbers and other calls to access information services, directory assistance, calling card, operator services, international calling and toll free calling services.

(9) If usage under this plan is not consistent with typical residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel the Customer's service without prior notice. Excluding any limitation based on number of minutes of usage, calls that are not consistent with typical residential voice usage include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing. **(T)** **(T)**

(10) Employee discounts, as defined in Section 4 of this tariff, do not apply for this plan.

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.46 BellSouth® Unlimited Plan (Obsoleted 11/01/05) **(T,M)**

The BellSouth® Unlimited Plan is a direct dialed outbound long distance service offered to single line residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Unlimited Plan provides the Customer with unlimited minutes of interexchange intrastate long distance usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply). This plan does not provide call detail information on the Customer's monthly bill. **(M)**

This service is only offered in conjunction with the corresponding interstate BellSouth® Unlimited Plan. An additional monthly service charge will apply for the corresponding interstate service. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Monthly Charge	$12.49

(B) Customer Eligibility Criteria

New and existing Customers are eligible for this service if they meet the following requirements:

(1) Customers must subscribe to BellSouth Long Distance and also to the Company's affiliated local exchange carrier's BellSouth® Complete Choice® plan. The Customer must also receive billing for each of these services from the Company's affiliated local exchange carrier.

(2) Customers must presubscribe to BellSouth Long Distance for both intraLATA and interLATA long distance service.

(3) This plan cannot be used for any use inconsistent with residential service. **(M)**

Material on this page was originally found on Page 79.13.

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.46 BellSouth® Unlimited Plan (Obsoleted 11/01/05), (cont'd.)

(B) Customer Eligibility Criteria, (cont'd.)

New and existing Customers are eligible for this service if they meet the following requirements, (continued):

(4) This plan is not available to Customers with a multi-line account or an account that bills to another number or is the recipient of charges billed from another number unless the Customer establishes separate billing accounts for each line.

(5) Customer lines associated with educational institutions, (colleges, universities, etc.) are not eligible for this plan.

(6) Employee Discounts, as defined in Section 4.8 of this tariff, do not apply for this plan.

(7) Unlimited plan usage does not include multi-party conference calls, calls to 900 numbers, directory assistance, calling card, operator services, international calling and toll free calling services.

(8) This plan is not available for resale.

(9) If usage under this plan is not consistent with typical residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel the Customer's service without prior notice. Excluding any limitation based on number of minutes of usage, calls that are not consistent with typical residential voice usage include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing. **(T)** **(T)**

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100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.46 BellSouth® Unlimited Plan (Obsoleted 11/01/05), (cont'd.) **(T,M)**

(B) Customer Eligibility Criteria, (cont'd.) **(M)**

New and existing Customers are eligible for this service if they meet the following requirements, (continued):

(10) In order to be eligible for this plan, the Company must be able to verify that the Customer meets these eligibility requirements. Customers who no longer meet these eligibility requirements will not be eligible for this plan and may be offered an alternative plan or have their service suspended, restricted or canceled without prior notice. **(M)**

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.47 BellSouth® Unlimited MultiLine Plan (Obsoleted 11/01/05) **(T,M)**

The BellSouth® Unlimited MultiLine plan is a direct dialed outbound domestic long distance service that is offered to multi-line residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Unlimited MultiLine plan provides the Customer with unlimited minutes of interexchange intrastate long distance usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply). This plan does not provide call detail information on the Customer's monthly bill. **(M)**

This service is only offered in conjunction with the corresponding interstate BellSouth® Unlimited MultiLine plan. An additional monthly service charge will apply for the corresponding interstate service. This service is not offered on an intraLATA or intrastate only basis.

(A) Monthly Service Charge

Monthly Charge Per Account	$18.49

(B) Customer Eligibility Criteria

In order to be eligible for this plan, the Company must be able to verify that the Customer meets the following eligibility requirements. Customers who no longer meet these eligibility requirements will not be eligible for this plan and may be offered an alternative plan or have their service suspended, restricted or canceled without prior notice. New and existing Customers are eligible for this service if they meet the following requirements:

(1) Customers must subscribe to BellSouth Long Distance and also to the Company's affiliated incumbent local exchange carrier on each line under this plan. Customers must subscribe to the Company's affiliated incumbent local exchange carrier's BellSouth® Complete Choice® plan on the primary line. Customers must also receive billing for each of these services from the Company's affiliated incumbent local exchange carrier. **(M)**

Material on this page was originally found on Page 79.16.

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.47 BellSouth® Unlimited MultiLine Plan (Obsoleted 11/01/05), (cont'd.)

(B) Customer Eligibility Criteria, (cont'd.)

(2) This plan is available to Customers with two or three lines at a location.

(3) Customers must presubscribe to BellSouth Long Distance for both intraLATA and interLATA long distance service on all lines subscribed to under this plan.

(4) This plan cannot be used for any use inconsistent with residential service.

(5) This plan is not available on an account that is the recipient of charges billed from another location.

(6) Customer lines associated with educational institutions, (colleges, universities, etc.) are not eligible for this plan.

(7) Employee Discounts, as defined in Section 4.8 of this tariff, do not apply for this plan.

(8) Unlimited plan usage does not include multi-party conference calls (except those calls placed by using the Three-Way Calling feature are included), calls to 900 numbers, directory assistance, calling card, operator services, international calling and toll free calling services.

(9) This plan is not available for resale.

(10) If usage under this plan is not consistent with typical residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel the Customer's service without prior notice. Excluding any limitation based on number of minutes of usage, calls that are not consistent with typical residential voice usage include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing. **(T)** **(T)**

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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.48 BellSouth® Unlimited Savings Value Plan (Obsoleted 11/01/05) **(T,M)**

The BellSouth® Unlimited Savings Value plan is a direct dialed outbound long distance service offered to single line or multi-line residential Customers on switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The BellSouth® Unlimited Savings Value Plan provides the Customer with unlimited minutes of interexchange intrastate long distance usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply). This plan does not provide call detail information on the Customer's monthly bill. **(M)**

This service is only offered in conjunction with the corresponding interstate BellSouth® Unlimited Savings Value Plan. An additional monthly service charge will apply for the corresponding interstate service. This service is not offered on an intraLATA or intrastate only basis.

(A) Monthly Service Charge

The following monthly charge will apply per account:

Monthly Charge: $12.49

(B) Customer Eligibility Criteria

In order to be eligible for this plan, the Company must be able to verify that the Customer meets the following eligibility requirements. Customers who no longer meet these eligibility requirements will not be eligible for this plan and may be offered an alternative service or have their service suspended, restricted or canceled without prior notice. Customers are eligible for this service if they meet the following requirements:

(1) This plan is available to Customers with one to three lines at a location. **(M)**

Material on this page was originally found on Page 79.41.

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11/1/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.48 BellSouth® Unlimited Savings Value Plan (Obsoleted 11/01/05), (cont'd.) **(T,M)**

(B) Customer Eligibility Criteria (continued) **(M)**

(2) Single line Customers must subscribe to BellSouth Long Distance and also to Company's affiliated incumbent local exchange entity's BellSouth® Complete Choice® plan, and must previously have had local exchange service from a local exchange provider other than the Company's affiliated incumbent local exchange entity at the Customer's present address prior to subscribing to this plan. Customers with two or three lines must subscribe to BellSouth Long Distance and the Company's affiliated incumbent local exchange entity on each line under the plan. Customers with two or three lines must also subscribe to the Company's affiliated local exchange entity's BellSouth® Complete Choice® plan on the primary line, and must previously have had local exchange service from a local exchange provider other than the Company's affiliated incumbent local exchange entity at the Customer's present address prior to subscribing to this plan. Customers must receive billing for each of these services from the Company's affiliated local exchange entity.

(3) Customers must presubscribe to BellSouth Long Distance for both intraLATA and interLATA long distance service on all lines subscribed to under this plan.

(4) This plan cannot be used for any use inconsistent with residential service.

(5) This plan is not available on an account that is the recipient of charges billed from another location.

(6) Customer lines associated with educational institutions, (colleges, universities, etc.) are not eligible for this plan. **(M)**

Material on this page was originally found on Page 79.42.

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SECTION 9 (1)
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SECTION 100 - OBSOLETE SERVICE OFFERINGS, (CONT'D

100.3 Type 2 - Obsolete Services, (Cont'd.)

100.3.48 BellSouth® Unlimited Savings Value Plan (Obsoleted 11/01/05), (cont'd.)

(B) Customer Eligibility Criteria (continued)

(7) Unlimited plan usage does not include multi-party conference calls (except those calls placed by using the Three-Way Calling Feature are included), calls to 900, 976, 700 numbers, directory assistance, calling card, operator services, international calling and toll free calling services.

(8) This plan is not available for resale.

(9) If usage under this plan is not consistent with typical residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel the Customer's service without prior notice. Excluding any limitation based on number of minutes of usage, calls that are not consistent with typical residential voice usage include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing. **(T)** **(T)**

(10) Employee Discounts, as defined in Section 4.8 of this tariff, do not apply for this plan.

Director, Business Implementation and Compliance
BellSouth Long Distance, Inc.
400 Perimeter Center Terrace, Suite 400
Atlanta, Georgia 30346

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