

Generally Available Terms and Conditions ¹

BellSouth DSL

IMPORTANT NOTICE: *After November 16, 2005, any of the services set forth herein ordered by an NSP will be subject to the Generally Available Terms and Conditions. Use of BellSouth's Electronic Ordering System to place an order for such services during this time period will constitute the NSP's agreement to be bound by the Generally Available Terms and Conditions for services ordered. In the event BellSouth cancels or discontinues the provisions of BellSouth Tariff F.C.C. No.1 ("the Tariff") relating to BellSouth DSL, and prior to such cancellation or discontinuance, NSP was purchasing BellSouth DSL for a customer location pursuant to the Tariff, then upon cancellation or discontinuance of the Tariff, BellSouth DSL installed at such customer location, to the extent it is a BellSouth DSL service otherwise included in these Generally Available Terms and Conditions, shall be subject to the rates, terms and conditions of these Generally Available Terms and Conditions.*

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Preamble. The Generally Available Terms and Conditions for BellSouth DSL consists of the following documents: Terms of Service; DSL Rates and Charges (Attachment A); DSL Promotions (Attachment B); *Scope of Agreement and Term* (Attachment C); and a Glossary of Terms (Attachment D). Except as set forth above, an NSP wishing to purchase DSL from these Generally Available Terms and Conditions must have on file with BellSouth an Acknowledgement of Terms and Conditions signed by a duly authorized representative of the NSP pursuant to which the NSP agrees to be bound by these Generally Available Terms and Conditions for services ordered hereunder. (As used herein, the term "NSP" shall refer to the party that submits an executed Acknowledgement of Terms and Conditions to BellSouth, or that is otherwise bound by these Generally Available Terms and Conditions as set forth above.)

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Terms of Service

1. General Service Description

The Service is intended as a wholesale offering that is made available to Network Service Providers (NSPs) for provision of high speed data service to their End Users and provides, subject to the terms and conditions set forth herein, for the establishment of a point-to-point connection and Virtual Circuit (VC) between two NSP designated locations. DSL is primarily intended to provide a connection and VC between an End User premises location designated by the NSP and the NSP's premises location. Both the End User premises location and the NSP premises location must be in the same Local and Access Transport Area (LATA). DSL is furnished where suitable facilities are available as determined by BellSouth. Availability of DSL Service types will be as determined by BellSouth's loop qualification system.

The design, maintenance, and operation of DSL contemplates end-to-end communication consisting of combinations of overlay services purchased from BellSouth Tariff F.C.C. No. 1; such as BellSouth Exchange Access Asynchronous Transfer Mode Service (XAATMS), Managed Shared Asynchronous Transfer Mode Service (MSATMS), and/or BellSouth End User Aggregation and other appropriate transport facilities. The Service requires an in-service, BellSouth-provided, compatible End User premises exchange line facility ("In-Service Exchange Line Facility"). An In-Service Exchange Line Facility shall mean the serving Central Office line equipment and all the plant facilities up to and including the BellSouth-provided Network Interface Device (NID). This service is not available over Unbundled Network Elements (UNEs).

Note 1: *V5 is issued to modify Attachment C, newly titled *Scope of Agreement and Term*.*

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2. Private Virtual Circuit (PVC) Based DSL

- (A) Multiple Virtual Circuits (VCs) (simultaneous connections to the same and/or other NSP-designated premises) are available as overlays of a single In-Service Exchange Line Facility when provisioned using BellSouth XAATMS or MSATMS provisioning methods. Multiple VCs (MVCs) are not available with End User Aggregation (EUA). When associated with MVC, VCs specified in 2(B)6.(a) below are available only as Unspecified Bit Rate (UBR) Quality of Service (QoS). DSL VCs specified in 2(B)6.(b) are provided with a Constant Bit Rate (CBR) QoS. A QoS designation is a parameter that defines the transfer characteristics of an NSP's VC data-traffic as it is transported through BellSouth's network.
- (B) PVC Based DSL is available in data rate combinations as specified following.

	<u>Downstream Data Rate Range</u>			<u>Upstream Data Rate Range</u>	
	<u>Minimum</u>	<u>Maximum</u>		<u>Minimum</u>	<u>Maximum</u>
1.	NA	1.5Mbps	x	NA	256 Kbps
2.	768 Kbps	NA	x	512 Kbps	NA
3.	1.5 Mbps	1.8 Mbps	x	512 Kbps	768 Kbps
4.	2.0 Mbps	4.0 Mbps	x	640 Kbps	896 Kbps
5.	4.0 Mbps	6.0 Mbps	x	640 Kbps	896 Kbps
6.	(a) UBR 384Kbps	NA	x	384Kbps	NA
	(b) CBR 384Kbps	NA	x	384Kbps	NA
7.	192 Kbps	1.0 Mbps	x	192 Kbps	768 Kbps

Provision of DSL also requires provision of an associated VC between an End User premises location designated by the NSP and the NSP location. VC data rate must be less than or equal to the connection data rate. Connection speed, or synchronization rate, is measured by the BellSouth between an ADSL Transceiver Unit - Remote (ATU-R), located at the NID at the End User premises and an ADSL Transceiver Unit - Central Office (ATU-C), located in the BellSouth's network. BellSouth may utilize any available spectrum on the same exchange line facility not necessary to provide the NSP's DSL. Actual data rate achieved may be affected by loop length and other factors. The data rate provided by BellSouth may exceed the minimum data rates in 2(B)2. through 7. in order that the achieved minimum data rate will equal or exceed the minimum data rate specified. The movement of data in a direction away from the End User premises, toward its normal Serving Wire Center (SWC), is in the upstream direction. The movement of data in a direction toward the End User premises from its normal SWC is in the downstream direction.

- (C) Multipoint service is not available.
- (D) The terms, conditions, rates and charges specified in these Generally Available Terms and Conditions are in addition to applicable terms, rates and charges specified in BellSouth Tariff F.C.C. No. 1 for transport services required to work in conjunction with DSL.
- (E) When provisioned as an overlay of Bellsouth XATTMS or MSATMS, the maximum number of VCs per connection is four.

- (F) The term (MVC) refers to the ability to provision multiple VCs simultaneously at an End User location, via an overlay of the same connection. MVC is available at optional data rates specified in 2(B)2., 3., 4., 5., 6.(a) and 7. preceding.
1. When MVCs are overlaid upon a connection, regardless of the order in which they are disconnected or installed and available for service, a base VC will be assumed for billing and tracking purposes and will be referred to as the First VC.
 2. The VC optional data rate specified to the BellSouth by the Member NSP will define the total available bandwidth for all VCs overlaying the same connection. BellSouth is not responsible for authenticating any End User accesses.
- (G) DSL is provided with two Quality of Service (QoS) levels/categories. A QoS category supports definition of NSP applications. When associated with PVC based DSL, a QoS designation is a parameter that defines the transfer characteristics of an NSP's VC data traffic as it is transported through BellSouth's network. DSL supports the following categories of QoS service:
1. Unspecified Bit Rate (UBR)

The term Unspecified Bit Rate (UBR) denotes the implementation of data traffic parameters having no numerical commitments with respect to cell loss ratio or cell transfer delay on a per VC basis. Peak Cell Rate is set to equal the VC data rate. A UBR QoS VC is available at Connection data rates specified in 2(B)1. through 6.(a) and 7. and 3(C)1. and is the only QoS available with these connection data rates.
 2. Constant Bit Rate (CBR)

The term Constant Bit Rate (CBR) denotes a uniform data rate where bits are conveyed regularly in time. A CBR QoS VC is available only with DSL data rate specified in 2(B)6.(b). An NSP choosing a CBR QoS VC may not have more than one VC provisioned per Connection.
- (H) For PVC Based service, the maximum quantities of DSL VCs that can be overlaid upon dedicated transport facilities are:
- per 1.536 Mbps facility: 2000
 - per 44.210 Mbps facility: 2000
 - per 149.760 Mbps facility: 4000
 - per 599.040 Mbps facility: 16000

3. Session Based DSL

- (A) Session Based DSL can only be configured as EUA. BellSouth reserves the right to measure, monitor and limit usage of these services to ensure a quality service and identify and restrict excessive use. The designated End User premises location must be served by an existing, in service, BellSouth provided exchange line facility. An in-service exchange line facility, as referred to in association with Session Based DSL, must be provided in connection with a BellSouth retail local exchange service and is the serving Central Office line equipment and all the plant facilities up to and including the BellSouth-provided NID.
- (B) Session Based DSL uses the facilities used by these services in order to establish a VC between the NSP designated location and the NSP's End User premises location. EUA does not overlay BellSouth XAATMS or MSATMS except as specified below in 3(C)1..

(C) Session-Based DSL is available as specified following.

	<u>Downstream Data Rate Range</u>		<u>Upstream Data Rate Range</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
1.	NA	1.5 Mbps	NA	256 Kbps

(D) Provision of a Session-Based DSL connection also requires provision of an associated VC between an End User premises location designated by NSP and the NSP's location. VC data rate must be less than or equal to the connection data rate. Connection speed, or synchronization rate, is measured by BellSouth between an ATU-R, located at the NID at the End User premises and an ATU-C, located in BellSouth's network. BellSouth may utilize any available spectrum on the same exchange line facility not necessary to provide the NSP's Session Based DSL. Actual data rate achieved may be affected by loop length and other factors. The data rate provided by BellSouth may exceed the minimum data rates in order that the achieved minimum data rate will equal or exceed the minimum data rate specified. The movement of data in a direction away from the End User premises, toward its normal SWC, is in the upstream direction. The movement of data in a direction toward the End User premises from its normal Serving Wire Center (SWC) is in the downstream direction.

(E) Multipoint service is not available.

(F) Session Based DSL VCs are non-designed and the NSP may not request a design change.

(G) When DSL service is ordered as an overlay of EUA, the order for DSL service must include an order for no more than one session and no more than one destination.

4. End User Aggregation (EUA)

EUA enables delivery of a greater density of data sessions to an NSP via fewer PVC's, resulting in a more favorable Sessions-to-PVC ratio as compared to DSL without EUA. Under these General Terms and Conditions, EUA is only available for session-management of DSL VCs specified in 3(C)1.. Transport facilities for EUA Arrangement Capacities must be dedicated to the transport of DSL VCs and cannot be utilized for transport of non-EUA VCs. Rates and charges for transport of EUA are detailed in Attachment A. EUA Activation Charges as specified in Attachment A , require the presence of a previously installed BellSouth XAATMS or MSATMS connection. Destinations and Sessions are only available in conjunction with EUA.

(A) Destinations

1. Destinations refer to the ability of End User access to single, or multiple, NSP Domain Groups. NSP is responsible for authenticating any End User access(es) into its network.
 - (a) A Domain Group identifies a single or group of domain name(s) or realms that are routed to the same point, or points, of egress from the EUA network, within a LATA. The name associated with this group is a Domain Group Name. Egress points are associated with EUA arrangement capacities.
 - (b) A Domain Name is a unique name associated with one NSP. Domain Names always have two or more parts, separated by dots, and may appear in only one Domain Group List.
 - (c) A Realm is a unique name associated with one NSP. Realm names are similar in function to Domain Names, but always have one part, without separation.

- (d) A Domain Group List is a group of unique Domain Names or Realms within a Domain Group which a designated End User may access. One or more Domain Group Lists comprise a Domain Group.
- (e) The maximum number of destinations that can be ordered in conjunction with VCs specified in 3(C)1. is one.
- (f) The EUA network utilizes a load-managing architecture such that each data exchange between the End User and the NSP may exit the EUA network at one of potentially multiple End User designated locations. The NSP may request Per Connection Testing Capability for the End User which allows access to an additional destination for use as a trouble isolation tool. EUA NSPs may take advantage of this capability by requesting per Connection Testing Capability through procedures associated with requests for new EUA. No test capability will be provided in a LATA where the NSP does not subscribe to EUA. Routing of the Per Connection Testing Capability through the EUA network, will be as determined by BellSouth.
- (g) When provisioned as an overlay of EUA, the maximum number of VCs per connection is one.

(B) Sessions Per Line

- 1. Sessions Per Line refers to the ability of an End User to initiate multiple sessions via a single DSL VC. A Session is an active connection between an End User and an NSP. The number of active Sessions is limited to 65 per EUA, Arrangement Capacity of 1.536 Mbps. The number of active Sessions is limited to 2000 per EUA, Arrangement Capacity of 44.210 Mbps. The number of active Sessions is limited to 5000 per EUA, Arrangement Capacity of 149.760 Mbps. The number of active Sessions is limited to 16000 per EUA Arrangement Capacity of 599.040 Mbps.
- 2. The maximum number of sessions per line that can be ordered in conjunction with VCs specified in 3(C)1. is one.

(C) EUA Network Connections

- 1. Provisioning of End Users over EUA requires the NSP to purchase an EUA Arrangement Capacity or an EUA Activation. An EUA Arrangement Capacity is a dedicated connection to a BellSouth switch designated as an Egress Broadband Gateway (EBG). An EUA Arrangement Capacity is available at any of the following speeds:
 - (a) 1.536 Mbps
 - (b) 44.210 Mbps
 - (c) 149.760 Mbps
 - (d) 599.040 Mbps
- 2. EUA Activation is the overlaying of EUA capabilities on an existing XAATMS or MSATMS connection. Provisioning of EUA Activation requires the NSP to purchase an XAATMS or MSATMS connection at one of following speeds:
 - (a) 1.536 Mbps
 - (b) 44.210 Mbps
 - (c) 149.760 Mbps
 - (d) 599.040 Mbps

EUA Activation may only be ordered in conjunction with XAATMS or MSATMS at the same speed of the XAATMS or MSATMS over which the EUA Activation will be provisioned.

5. Maintenance and Updates

In order to maintain the quality of DSL, BellSouth reserves the right to perform preventative maintenance and software updates to its network. Although BellSouth only anticipates maintenance activity to occur, on average, once per quarter, BellSouth reserves the right to perform maintenance activities when BellSouth deems necessary.

6. Ordering

After May 17, 2006, new orders for PVC Based DSL service will not be accepted and all orders for DSL must be configured as an overlay of EUA.

All PVC Based DSL service must be reconfigured as an overlay of EUA prior to November 16, 2006. On November 16, 2006, all PVC Based DSL services will be disconnected.

- (A) The NSP shall order DSL via BellSouth's Electronic Ordering System or other BellSouth designated ordering system. The NSP shall provide all information necessary for BellSouth to provide and bill for the Service, including, but not limited to:
1. NSP's name and address(es)
 2. NSP's billing name and address (when different from NSP name and address)
 3. NSP contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.
 4. NSP electronic mail address
 5. Type of request
 6. BellSouth XAATMS, MSATMS, or DGN (for EUA) information
 7. Circuit identification of the transport facility between the NSP premises and its designated serving wire center (for ATM only)
 8. Virtual Path Identifier (VPI) and Virtual Channel Identifier (VCI) (for ATM only)
 9. End User VPI and VCI
 10. End User Destination(s) and Number of Sessions Per Line (for EUA only)
 11. End-user's premises address
 12. Requested Due Date
 13. Requested Connection data rate
 14. End User Telephone Number
- (B) Special Facilities Routing is not available with DSL.
- (C) A Design Layout Report is not available with DSL. DSL VCs are non-designed and the NSP may not request a design change.
- (D) NSP requests for Administrative changes, Data Rate Combination (Speed) changes and changes to/from Session Based DSL and for Service Rearrangement changes as discussed below must be placed via electronic order. NSPs can access the electronic ordering system with an appropriate logon and password at internet URL address <http://adsl.bellsouth.com> or <http://adsl.bst.bellsouth.com>.
- (E) An NSP must submit its request(s) for Administrative, Service Rearrangement and Data Rate Combination (Speed) Changes utilizing one of the following methods:
1. Single Service Request Form (SRF) via electronic order. Using this method, the NSP can request rearrangement of one connection and/or VC from/to a Service arrangement provisioned as either an XAATMS/MSATM or EUA arrangement.

2. Multiple SRF via electronic order. Using this method, the NSP may request rearrangement of connections and/or VCs from/to DSL arrangement provisioned as either an XAATMS/MSATM or EUA arrangement. One SRF is required for each VC rearranged. Should the NSP be unable to submit a SRF via either of the above methods, a request consisting of all information required on the SRF, thereby representing a single SRF, may be sent via email to dsg.osc@bellsouth.com. A receipt confirmation, in the form of an email, will be sent to the requesting NSP. Any additional contact specific to that request will be in the form of an email. Connection and/or VC rearrangement requests will be accepted using the Single SRF or Multiple SRF methods. The NSP may access the electronic order, SRF, with an appropriate logon and password at <http://adsl.bellsouth.com> or <http://adsl.bst.bellsouth.com>. Completion of rearrangements of this type will be limited by BellSouth's ability to process the requests by due date and quantity. Should BellSouth be unable to meet the anticipated due date for all rearrangements scheduled for a particular date, due to resource issues or circumstances beyond its control, due dates for future requests will be adjusted to accommodate earlier dated request(s).
- (F) Single and multiple SRF requests will be accepted on a first-come, first-served, basis among all BellSouth DSL NSPs, which includes NSPs that purchase DSL from BellSouth Tariff F.C.C. No. 1, NSPs purchasing under these Generally Available Terms and Conditions and NSPs purchasing under a Commercial Agreement. First-Come, First-Served denotes a procedure followed when the first connection and/or VC rearrangement request received will be the first connection and/or VC rearrangement request processed. Each connection and/or VC rearranged will count as one rearrangement.
- (G) The day upon which the NSP has provided a rearrangement request to BellSouth, including complete and accurate information to allow for the processing of the request, by five o'clock P.M., Eastern Time, is the Application Date. Rearrangement requests received after five o'clock P.M. Eastern Time will be processed the next business day, which will be the Application Date. BellSouth will provide a status of the request via the same electronic interface utilized by the NSP for establishment of DSL rearrangement request. The status will include the pending due date.
- (H) NSP requests for rearrangement of their Connections and/or VCs to an EUA arrangement must include the number of Destinations and Sessions as specified in 4(A) and (B). The NSP must also have both an existing DSL arrangement requiring an XAATMS or MSATM termination and an existing EUA arrangement at the time of the connection and/or VC rearrangement request.
- (I) In the event NSP cancels an order for DSL on or after the installation due date, NSP shall be obligated to pay BellSouth an order cancellation charge in an amount equivalent to the termination liability charge plus all non-recurring charges for the applicable service as set forth in Attachment A. Cancellation charges will not apply when an NSP cancels an order prior to the installation due date, when an NSP cannot synchronize the terminal equipment with BellSouth's DSL service or when BellSouth misses a due date by more than 30 days due to circumstances over which it has direct control.

7. Minimum Service Periods

(A) PVC Based DSL

The minimum service period for each DSL Connection at a data rate as specified in 2(B)1. and 2. is 6 months. The minimum service period for each DSL Connection at a data rate as specified in 2(B)3. through 7. is 3 months. The minimum service period for each DSL VC for which MVC is available, is established as part of a MVC arrangement and is in addition to the base VC, is one month. The base VC is defined as that VC which all other VCs utilizing the same Local Exchange Line facility are in addition to.

(B) EUA Destinations and Sessions

The minimum service period for the EUA Destinations and Sessions, is one month.

(C) Session-Based DSL

The minimum service period for each Session Based DSL connection at a data rate as specified in Section 3(C)1. is 6 months.

8. Rate Conditions

(A) Monthly rates and nonrecurring charges for DSL, as set forth in Attachment A of this document and incorporated herein by reference, do not reflect any applicable rates or charges associated with other services utilized in the provision of the requested service to End Users.

(B) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity. Nonrecurring charges that apply for DSL are associated with installation of service, moves of service, service rearrangements and termination liability.

1. First and Additional Nonrecurring Charges

Nonrecurring charges apply to each VC installed. When First and Additional nonrecurring charges apply, they are assessed as follows:

(a) MVC nonrecurring charges are identified as Initial, First and Additional, or Subsequent, First and Additional. The Initial Order nonrecurring charge(s) apply when DSL VCs are installed coincident with the initial request for a DSL MVC arrangement. The Subsequent Order nonrecurring charge(s) is applicable when the VC is installed coincident with an NSP request for a MVC arrangement that is subsequent to the establishment of the MVC arrangement.

(b) A MVC, "First," nonrecurring charge is applicable to the first DSL VC requested in an Initial or Subsequent MVC arrangement. The Additional nonrecurring charge is applicable to each VC installed coincident with the first VC on an Initial or Subsequent DSL MVC arrangement.

(C) Administrative Changes

Administrative changes will be made without charge(s) to NSP. Such changes require the continued provision and billing of DSL to the same entity (i.e., NSP remains responsible for all outstanding indebtedness for the service). Administrative changes are as follows:

1. Change of NSP's designated End User's name (that is, the NSP of record does not change, but rather the End User of record changes its name; e.g., JKL Corp. to JKL LLP),
2. Change of NSP's designated End User premises address when the change of address is not a result of physical relocation of the End User,
3. Change in billing data (name, address, contact number, etc.), and
4. Change in billing account name.

(D) Data Rate Combination (Speed) Changes and Changes to/from PVC Based DSL to/from Session Based DSL

Changes of NSP's existing service to/from PVC Based DSL at one data rate combination to/from PVC Based DSL at a different data rate combination or to/from Session Based DSL will be made with no nonrecurring charges applying to NSP. In addition, no Termination Liability Charges (TLCs) are applicable to such changes.

(E) Service Rearrangement Changes

A Service Rearrangement Change is a routing change to an existing (installed) service which does not result in a change in physical location of the point of termination at the NSP's designated End User premises location. There is no charge for such rearrangements.

(F) Transfer of Responsibility

When a change in billing data (e.g., name, address, contact name) is requested in association with a change in the NSP of record, Transfer of Responsibility charges will apply. Charges are applied on a per Connection basis.

(G) Move Charge

A move charge applies for each DSL connection moved to an End User's new premises as designated by the NSP. This charge is equal to the sum of all the nonrecurring charges applicable for a new installation of DSL. If DSL is available at the End User's new premises as designated by the NSP, no TLC is applicable when the service orders to install DSL connection at the End User's new premises and disconnect DSL Connection at the End User's old premises are for the same End User, both orders are related together and there is no lapse in billing between installation and disconnection of DSL Connection. If DSL is not available at the End User's new premises as designated by NSP, the move request will be treated as a discontinuance of service at the old premises and NSP will remain responsible for satisfying minimum period obligations. If appropriate, a TLC as specified in (H) following will apply.

(H) Termination Liability Charge (TLC)

A Termination Liability Charge (TLC) is applicable on a per End User basis for any disconnections prior to completion of the appropriate minimum service period set forth in Section 7 preceding.

1. For 2(B)1. and 2., the Termination Liability Charges (TLCs) are set forth in Attachment A, Section H. For 2(B)3. through 7., the TLC is equal to the number of minimum service period months, less the number of months completed service, multiplied by the appropriate connection monthly rate for the data rate option to which the NSP subscribed.
2. A TLC does not apply if:
 - (a) The NSP cannot synchronize its terminal equipment with DSL equipment;
 - (b) The NSP disconnects a connection from an arrangement provisioned as either XAATMS/MSATMS or End User Aggregation for the purpose of rearranging the connection to either XAATMS/MSATMS or End User Aggregation, with no lapse in billing.

- (c) A connection is disconnected prior to completion of the appropriate minimum service period as a result of an NSP requested change to a different data rate combination. However, a new minimum service period and new recurring rates appropriate for the new data rate will apply.
 - (d) The NSP changes existing service to/from DSL at one data rate combination to/from DSL at a different data rate combination or to/from Session Based DSL.
 - (e) A Termination Liability Charge for facilities utilized in the transport of only PVC Based BellSouth DSL service Connection shall not be applicable if the customer terminates/disconnects such transport prior to November 16, 2006.
3. A TLC for facilities used in the transport of only DSL connection will not be applicable if the NSP terminates or disconnects the transport service prior to the expiration of the minimum service period associated with the transport service as a result of the rearrangement of all connections overlaying that transport service to another DSL transport configuration.
 4. An NSP request to discontinue the End User Aggregation arrangement will result in disconnection of service for all End Users served by that arrangement. Disconnection of an End User Aggregation arrangement will also result in application of any applicable termination charges for all associated elements of the affected DSL.

(I) Per Connection Testing Capability

Per Connection Testing Capability is provided at no additional nonrecurring charge whether requested coincident with the initial request for End User Aggregation, or subsequent to the initial request.

(J) Maintenance of Service

The NSP will be responsible for payment of Maintenance of Service charges as described below and at rates specified in Attachment A.

1. When an NSP reports a trouble to BellSouth for clearance and no trouble is found in the BellSouth's facilities, the NSP shall be responsible for payment of a Maintenance of Service charge. Failure of BellSouth personnel to find trouble in BellSouth facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time. No credit allowance will be applicable for the interruption involved if the Maintenance of Service charge applies.
2. No credit allowance will be applicable for the interruption involved if Maintenance of Service charges apply.
3. The NSP shall be responsible for payment of Maintenance of Service charges when BellSouth dispatches personnel and the trouble is in equipment or communications systems provided by other than BellSouth.
4. The Maintenance of Service charge applies for the period of time from when BellSouth personnel are dispatched to when the work is completed. When more than one employee is dispatched the sum of the time is used to determine the number of 30-minute increments to be billed. Only one initial increment is to be billed per request. A request resulting in the dispatch of a BellSouth employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three hours.

(K) When A Credit Allowance Applies

For DSL VCs, no credit shall be allowed for an interruption of less than 30 minutes. However, the NSP will be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly recurring rate for the VC for each period of 30 minutes or major fraction thereof that the interruption continues. This credit is not automatic and will occur only at the NSP's request.

1. Service outage credit must be requested within thirty days of the service outage occurrence in order to be provided.
2. A credit allowance will not apply for service outages under the following conditions preceding and/or during periods of preventative maintenance/software upgrade activities.
 - (a) Interruptions caused by the negligence of the NSP, the NSP's End User or the NSP End User's authorized agent.
 - (b) Interruptions of a service due to the failure of equipment or systems provided by the NSP or others.
 - (c) Interruptions of a service during any period in which BellSouth is not afforded access to the premises where the service is terminated.
 - (d) Interruptions of a service when the NSP has released that service to BellSouth for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the NSP prior to the release of that service.
 - (e) Interruptions of a service which continue because of the failure of the NSP to authorize replacement of any element of special construction. The period for which no credit allowance is made begins on the seventh day after the NSP receives BellSouth's written notification of the need for such replacement and ends on the day after receipt by BellSouth of NSP's written authorization for such replacement.
 - (f) Periods when the NSP elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
 - (g) Periods of temporary discontinuance.
 - (h) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.
 - (i) Interruptions of a service due to commercial power failure.
 - (j) Interruptions of a service due to labor difficulties, governmental orders, civil commotions, criminal action against BellSouth, acts of God, war, or other circumstances beyond BellSouth's control.
 - (k) When unbundled network elements (UNEs) or combinations of UNEs are commingled with Access Services.

(L) Minimum Quantities

The minimum quantity of DSL connections specified in 2(B)1. and 2. and in 3(C)1. is twenty-five (25) less the quantity of DSL connections in service specified in 2(B)3. through 7.. The minimum quantity of the Service VCs specified in 2(B)3. through 7. is one (1).

1. For NSP selected Connection data rates specified in 2(B)1. and 2. and 3(B)1., the NSP will be allowed an initial period of 90 days beginning with establishment of the first billing account, to attain a combined quantity of Connections at data rates specified in 2(B) 1. through 7. and 3(C)1. that is equal to or greater than the minimum number of Connections as specified above on billing accounts across the region. During this initial 90-day period, the NSP will be billed an amount equal to the number of Connections on their billing accounts across the region multiplied by the appropriate Connection monthly recurring rate. Upon completion of the 90-day period, a monthly review will be conducted of quantities of Connections specified in 2(B)1. through 7. and 3(C)1. that are associated with each NSP's billing accounts across the region. Each month, an NSP account not meeting the minimum quantity of Connections specified above shall pay a charge in an amount equal to the difference between the minimum quantity of Connections as specified in above and the NSP's combined quantity of Connections at data rates specified in 2(B)1. through 7. and 3(C)1. , multiplied by the rate for 3(C)1.. This charge is in addition to the normal monthly rates equal to the number of Connections actually attained on their billing accounts across the region, multiplied by the appropriate Connection monthly recurring rate.
2. While the number of Destinations and Sessions Per Line may be changed upon NSP request, the minimum number of Destinations and Sessions Per Line, on a per End User basis, is one Destination and one Session Per Line. There is no charge for changing Destinations and Sessions Per Line.
3. While the number of DSL VCs associated with a MVC arrangement may be changed upon NSP request, the minimum number of DSL VCs in a MVC arrangement, on a per End User basis, is two. There is no charge for rearranging or redirecting an existing DSL VC associated with a MVC arrangement.

(M) Transition

1. To the extent authorized by the Federal Communications Commission, BellSouth shall waive TLC that would otherwise be incurred in connection with the transition of any DSL circuit from the tariff to this Agreement. (T)
2. In the event BellSouth cancels or discontinues the provisions of BellSouth Tariff F.C.C. No.1 ("the Tariff") relating to BellSouth DSL, and prior to such cancellation or discontinuance, NSP was purchasing BellSouth DSL for a customer location pursuant to the Tariff, then upon cancellation or discontinuance of the Tariff, BellSouth DSL installed at such customer location, to the extent it is a BellSouth DSL service otherwise included in these Generally Available Terms and Conditions, shall be subject to the rates, terms and conditions of these Generally Available Terms and Conditions. (N)

9. Responsibilities of BellSouth

- (A) The responsibility of BellSouth shall be limited to the furnishing and maintenance of DSL, generally between the End User premises NID and NSP's designated XAATMS or MSATMS location, in a manner proper for the furnishing of such service. BellSouth will qualify the exchange line facility to determine the suitability of the existing, in-service facility, for DSL.

1. BellSouth shall not be responsible for installation, operation, or maintenance of any terminal equipment or communications system provided by an NSP or their End user. Where such equipment or system is connected to BellSouth facilities the responsibility of BellSouth shall be limited to furnishing DSL in accordance with the terms and conditions as set forth in these Generally Available Terms and Conditions. BellSouth shall not be responsible for:
 - (a) the transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or
 - (b) the reception of signal by such equipment or systems, or
 - (c) damage to a terminal or computer equipment or communications system provided by an NSP or its End User due to testing.
2. BellSouth shall not be responsible to an NSP or its End User if changes in any BellSouth facilities, operations, or procedures utilized in the furnishing of DSL render any facilities or equipment provided by the NSP or its End User obsolete, or require modification or alteration of such equipment or system, or otherwise affects its use or performance. It is expressly declared that metallic facilities are in a continually decreasing supply and that BellSouth does not hold itself in a position to warrant their availability. Should BellSouth initiated changes occur that render the exchange line facility incapable of transporting DSL, BellSouth will not be required to continue DSL, and the NSP will not be liable for any TLCs.
3. BellSouth undertakes to maintain and repair the facilities which it furnishes. Neither the NSP nor its End User may rearrange, disconnect, remove or attempt to repair any equipment installed by BellSouth without prior written consent of BellSouth.

10. Responsibilities of the NSP

- (A) When two or more DSL NSPs request BellSouth to provide DSL, and designate the same End User premises served by the same exchange line facility as an NSP designated location, DSL will be provided to the DSL service provider that provides BellSouth with a written letter of authorization from the End User selecting that DSL service provider as the End User's service provider. BellSouth will honor the most current letter of authorization executed by the NSP's End User.
- (B) The NSP is responsible for installation and/or testing of its End Users' premises equipment and/or facilities to ensure that when connected to DSL, such End User premises equipment or facilities operate properly.
 1. The NSP shall or arrange for the End User to cooperatively test with BellSouth as may be necessary.
 2. It shall be the responsibility of the NSP and/or its End User to ensure the continuing compatibility of NSP Premises Equipment (CPE) at the End-User premises. The NSP and/or its End User shall be responsible for any expenses incurred for required changes to the NSP's and/or its End User's equipment or facilities in order to make such equipment or facilities compatible with DSL.
 3. If requested by BellSouth, the NSP must produce a letter of authorization from an End User requesting that the NSP obtain a high speed data connection to the End User's premises using DSL provided by BellSouth.

- (C) NSPs requesting a rearrangement of Service, such as from Virtual Circuit from or to an arrangement provisioned as either XAATMS/MSATM or End-User Aggregation, shall submit to BellSouth sufficient information to enable BellSouth to complete the rearrangement.

11. Promotions

BellSouth will provide promotions on certain DSL services from time to time. Current promotional offers are as detailed in Attachment B, which is incorporated herein by reference.

Attachment A DSL RATES AND CHARGES

A. DSL Data Rate Combinations

	<u>Downstream Data Rate Range</u>		<u>Upstream Data Rate Range</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
1.	Up to 1.5 Mbps	x	Up to 256 Kbps	\$ 60.00	\$ 33.00	ADF11
2.	At Least 768 Kbps	x	At least 512 Kbps	150.00	85.00	ADF61
3.	1.5 Mbps to 1.8 Mbps	x	512 Kbps to 768 Kbps	150.00	115.00	ADF31
4.	2.0 Mbps to 4.0 Mbps	x	640 Kbps to 896 Kbps	150.00	250.00	ADF41
5.	4.0 Mbps to 6.0 Mbps	x	640 Kbps to 896 Kbps	150.00	325.00	ADF51
6.	384 Kbps					
	(a) 384 Kbps UBR	x	384 Kbps	150.00	80.00	ADF21
	(b) 384 Kbps CBR	x	384 Kbps	150.00	95.00	ADF22
7.	192 Kbps to 1.0 Mbps	x	192 Kbps to 768 Kbps	100.00	60.00	ADF71

B. End User Aggregation (EUA) Arrangement Capacities – Dedicated Connection to an EUA Switch

	<u>Transport Capacity</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
1.	Per 1.536 Mbps	\$ 600.00	\$ 250.00	ADFA1
2.	Per 44.210 Mbps	600.00	1,000.00	ADFA4
3.	Per 149.760 Mbps	600.00	1,800.00	ADFA5
4.	Per 599.040 Mbps	600.00	4,500.00	ADFA9

C. EUA Activation Charge over an Existing ATM

	<u>Transport Capacity</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
1.	Per 1.536 Mbps	\$ 600.00	\$ 150.00	ADFAA
2.	Per 44.210 Mbps	600.00	650.00	ADFAB
3.	Per 149.760 Mbps	600.00	1,200.00	ADFAC
4.	Per 599.040 Mbps	600.00	3,200.00	ADFAD

D. Destinations and Sessions for 3(C)1..

	<u># Destinations</u>	<u>#Sessions</u>	<u>Monthly Rate</u>	<u>USOC</u>
1.	1	1	\$.60	ADFSA

E. Multiple VC's

	Multiple VC's	Initial Order Non-Recurring Charge		Subsequent Order Non-Recurring Charge		Monthly Rate	USOC
		First	Add'l	First	Add'l		
1.	Second	NA	\$10.00	\$10.00	NA	\$15.00	ADFC2
2.	Third	NA	10.00	10.00	\$10.00	12.00	ADFC3
3.	Fourth	NA	10.00	10.00	10.00	10.00	ADFC4

F. Session Based DSL

	Downstream Data Rate Range		Upstream Data Rate Range	Nonrecurring Charge	Monthly Rate	USOC
1.	Up to 1.5 Mbps	x	Up to 256 Kbps	\$ 40.00	\$ 22.40	ADFQ1

G. Maintenance of Service Charges

	Maintenance of Service Periods	First ½ Hour or Fraction Thereof	Each Add'l ½ Hour or Fraction Thereof	USOC
1.	Basic Time, during normally scheduled working hours	\$80.00	\$55.00	MVV
2.	Overtime, outside of normally scheduled working hours.	\$90.00	65.00	MVV
3.	Premium Overtime, outside of normally scheduled working hours.	\$100.00	75.00	MVV

H. Termination Liability Charges

	Downstream Data Rate Range		Upstream Data Rate Range	Termination Liability Charge
1.	Up to 1.5 Mbps	x	Up to 256 Kbps	\$ 50.00
2.	At Least 768 Kbps	x	At least 512 Kbps	200.00

TLCs for speeds not shown above apply as set forth in 8(H)1.

I. Transfer of Responsibility Charges

	Application	Nonrecurring Charge		USOC
1.	Per Connection	\$11.00		NA

Attachment B

DSL Promotions

BellSouth DSL “Connect for Less – Phase III”

Promotion Period – January 1, 2006 through June 30, 2006

During the promotion period, when an NSP orders Session Based DSL 1.5Mbps x 256Kbps as an upgrade from existing BellSouth DSL Service provided at 256Kbps x 128 Kbps, a service credit of four dollars (\$4.00) will be applied to the NSP's account for each of the next three (3) months or for each month the ordered service remains in place, if the ordered service is in place less than three (3) months. All nonrecurring charges shall be billed at the normal rate and all minimum purchase and length of service requirements still apply.

Service credits will appear on the NSP's invoice within three billing cycles following installation of the Session Based DSL.

**BellSouth DSL “PVC to EUA Service Conversion”
Promotion Period – February 1, 2006 through May 15, 2006**

Pursuant to a separate Promotion filed in FCC No. 1, when an NSP places orders to convert PVC Based DSL service to End User Aggregation (EUA), service credits for port and transport connections required to facilitate such conversion will be applied to the NSP’s account as follows.

When an NSP orders a dedicated connection to the EUA Switch and transport of DSL to that connection:

1. The Nonrecurring charges and one (1) month’s recurring charges for End User Aggregation (EUA) Arrangement Capacities – Dedicated to an EUA Switch (as set forth in Attachment A, B.1, 2, 3, and 4) shall be credited.
2. The Nonrecurring charges and one (1) month’s recurring charges for new DS1 or DS3 facilities (upgrades of existing facilities do not qualify) required to transport DSL to the EUA Switch shall be credited.
3. Termination Liability Charges (TLCs) for disconnection of existing DS1 or DS3 transport and ATM ports associated with service being converted shall be waived.

When an NSP orders a shared ATM/EUA arrangement:

1. The Nonrecurring charges and one (1) month’s recurring charges for EUA Activation Charge over an Existing ATM (as set forth in Attachment A, C.1, 2, 3, and 4) shall be credited.

NSP must retain BellSouth transport and port services ordered under this Promotion for a minimum service period of 12 months. Services disconnected prior to reaching the minimum service period of 12 months will result in BellSouth billing back to the NSP all Promotional discounts, in addition to any relevant termination liability charges associated with the Promotion services disconnected.

Service credits will appear on the NSP’s invoice within three billing cycles following installation of the EUA service(s).

Requirements:

1. This Special Promotion applies only to NSPs who are transporting their DSL service over BellSouth DS1 or DS3 facilities to a BellSouth ATM port and who have had those facilities and ports in place for their DSL service since November 15, 2005 or prior to that date.
2. The number of new DS1 or DS3 facilities ordered for use to transport NSP DSL to an EUA port for which nonrecurring and one (1) month’s recurring charges can be credited shall be the same as the number of DS1 or DS3 facilities used to transport the NSP’s DSL service to an ATM port which are being disconnected to accommodate conversion of NSP’s DSL from ATM to EUA.
3. NSP must place DS1 or DS3 orders under either the Area Commitment Plan (ACP), the Channel Services Payment Plan (CSPP) or the Transport Payment Plan (TPP) during the period beginning February 1, 2006 and continuing through May 15, 2006.
4. NSP must retain BellSouth services ordered under this Promotion for a minimum service period of 12 months. Services ordered under this Promotion that are disconnected prior to reaching the 12 month minimum service period will result in BellSouth billing back to the NSP all Promotional discounts, in addition to any relevant termination liability charges associated with the services disconnected.

Attachment C

Scope of Agreement and Term

(C)

1. **Scope and Term.**

(T)

These Generally Available Terms and Conditions will be in effect from the date of NSP's submission to BellSouth of an executed Acknowledgement of Terms and Conditions acknowledging NSP's agreement to be bound by the Generally Available Terms and Conditions for the services referenced herein (the "Services"). ***In the event BellSouth cancels or discontinues the provisions of BellSouth Tariff F.C.C. No.1 ("the Tariff") relating to BellSouth DSL, and prior to such cancellation or discontinuance, NSP was purchasing BellSouth DSL for a customer location pursuant to the Tariff, then upon cancellation or discontinuance of the Tariff, BellSouth DSL installed at such customer location, to the extent it is a BellSouth DSL service otherwise included in these Generally Available Terms and Conditions, shall be subject to the rates, terms and conditions of these Generally Available Terms and Conditions.*** (As used herein, the term "NSP" shall refer to the party that submits an executed Acknowledgement of Terms and Conditions to BellSouth. The term "Party" may be used to refer to BellSouth or NSP, and "Parties" may be used to refer to BellSouth and NSP, collectively.)

2. **Termination; Refusal of New Service.**

(a) BellSouth may terminate NSP's participation in the Generally Available Terms and Conditions if NSP: (i) breaches any material term, condition, or obligation of these Generally Available Terms and Conditions and fails to cure such breach within thirty (30) days after written notice of such breach; or (ii) becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, makes an assignment for the benefit of creditors, or admits in writing its inability to pay debts when due. (Subsections (i) and (ii) may be referred to collectively herein as an "Event of Default.")

(b) Upon an Event of Default, BellSouth may, in its sole discretion, and in lieu of termination, elect to refuse orders for new Service and/or refuse to complete pending orders for Service until such time as the Event of Default is cured. Such election to refuse orders for Service shall not be a waiver of BellSouth's right to terminate under Section 2(a), above. In the event BellSouth elects to refuse orders for Service, and thereafter desires to terminate under Section 2(a), BellSouth shall send written notice to NSP of its intent to terminate, and if the Event of Default continues, BellSouth may terminate NSP's participation in the Generally Available Terms and Conditions on or after fifteen (15) days from the date of such notice.

(c) NSP may terminate its participation in the Generally Available Terms and Conditions at any time, with or without cause, by providing five (5) days written notice of its intent to terminate.

(d) Upon termination of an NSP's participation in the Generally Available Terms and Conditions, BellSouth will disable NSP's ability to order Services; will disconnect all Services ordered hereunder; and all applicable charges, including termination charges, shall become due.

3. **Payments.**

The rates and charges payable by NSP for the Service shall be as set forth in Attachment A. BellSouth will bill NSP monthly for Service. Payment, including amounts disputed pursuant to Section 13, *infra*, is due thirty (30) days after the bill or invoice date. If any payment due hereunder is not received within the date stated on the bill or invoice, BellSouth may assess a late payment charge of 1% per month.

4. Transport Services.

NSP shall be responsible for obtaining pursuant to BellSouth's tariffs all necessary transport elements required for use with the Service. The tariff rates, terms and conditions shall govern such purchases.

5. Disclaimer of Liability; Limitation of Liability.

(a) BellSouth's liability, if any, for its willful misconduct is not limited by these Generally Available Terms and Conditions. With respect to any other claim or suit by NSP, or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of Service, BellSouth's liability shall not exceed an amount equal to the proportionate charge for the Service for the period during which the Service was affected.

(b) BellSouth shall not be liable for any act or omission of NSP, nor shall BellSouth hold liable NSP for BellSouth's own act or omission.

(c) EXCEPT FOR NSP'S INDEMNIFICATION OBLIGATIONS, BELOW, NEITHER NSP NOR BELLSOUTH SHALL HAVE ANY LIABILITY TO THE OTHER FOR LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES UNDER THESE GENERALLY AVAILABLE TERMS AND CONDITIONS, REGARDLESS OF WHETHER SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) In the event an arbitration panel or court should hold that the limitations of liabilities as set forth in these Generally Available Terms and Conditions, or any portions thereof, are unenforceable for any reason, or that any of NSP's remedies under these Generally Available Terms and Conditions fail of their essential purpose, NSP expressly agrees that under no circumstance shall BellSouth's total liability to NSP or any party claiming by, through or under NSP for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, in the aggregate, exceed the amount of charges paid or to be paid by NSP for use of the Service during the period in which NSP purchased Service under these Generally Available Terms and Conditions.

6. Limitation and Disclaimer of Warranties.

NEITHER BELLSOUTH NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES BELLSOUTH OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. UNLESS EXPRESSLY STATED TO THE CONTRARY HEREIN, THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE GENERALLY AVAILABLE TERMS AND CONDITIONS, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED.

7. Indemnification.

(a) Provided that BellSouth is promptly notified in writing of any action brought against NSP based on a claim that the Service infringes a United States patent, copyright, trademark, or other intellectual property right, BellSouth will indemnify NSP for all its directly related and reasonably incurred expenses, including reasonable attorneys fees, defend that action at its expense and will pay any and all fees, costs or damages that may be finally awarded in that action and/or a settlement resulting from it (provided that NSP shall permit BellSouth to have sole control over the defense or settlement of such action; NSP shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without BellSouth's prior written approval; and NSP shall cooperate with BellSouth in all reasonable ways to facilitate the settlement or defense of any claim). If a final injunction is obtained against NSP prohibiting usage of the Service by reason of infringement of a United States patent, copyright, trademark, or other intellectual property right or if in BellSouth's opinion the Service is likely to become subject to a valid and enforceable claim of infringement, BellSouth will, at its option, either: (1) at its expense procure the right for NSP to continue using the Service; (2) modify the Service so that it is non-infringing; (3) return the price paid for the Service; or (4) direct NSP to cease using the Service. In the latter event, the Service shall terminate immediately.

(b) NSP will indemnify and save harmless BellSouth from and against all loss, liability, damage, and expense, including all reasonable counsel fees, due to claims for infringement of patents, copyright, trademark, or other intellectual property rights arising from (1) NSP or NSP's end user or any other third party combining or using the Service in connection with equipment, software, data, processes, or facilities furnished by NSP, NSP's end user, or other third party; (2) NSP, NSP's end user or other third party's use of the Service based on specifications supplied by or specific instructions furnished by NSP, NSP's end user, or other third party; (3) alterations or modifications to the Service by NSP, NSP's end user, or other third party; (4) use of the Service not in compliance with BellSouth's specifications or requirements; and (5) use of the Service without the most current release or version of equipment, software, data, processes, or facilities associated with the Service. NSP will indemnify and save harmless BellSouth from and against all loss, liability, damage, and expense, including all reasonable counsel fees, due to any other claims or causes of action by third parties of any nature whatsoever, arising from the use of, or in connection with, the Service or otherwise relating to or arising out of use of the Service by NSP, an authorized user of NSP, including any end user of NSP, or any other third party. NSP shall have no obligation to indemnify BellSouth for any claim that the Service infringes a United States patent, copyright, trademark, or other intellectual property right.

(c) This section states the entire liability of BellSouth, and NSP's sole remedy, with respect to any infringement or alleged infringement of any intellectual property rights or proprietary rights.

8. Modifications to Generally Available Terms and Conditions.

BellSouth may modify these Generally Available Terms and Conditions, including the prices for the Service, and may withdraw, discontinue or revise any or all other aspects of the Service. All such changes shall become effective upon posting of the revised Generally Available Terms and Conditions; provided, however, BellSouth shall provide a minimum of fifteen (15) days notice of such modification prior to the date such modification is to be effective unless BellSouth determines an immediate change is necessary in order to protect the security of its network or the service, IN WHICH EVENT BELLSOUTH WILL MODIFY THE SERVICE IMMEDIATELY, WITHOUT NOTICE. When giving notice of a modification, BellSouth shall provide such notice via an NSP bulletin electronically posted to the BellSouth website typically used for NSP notifications.

9. Use of Service.

(a) NSP and its end users may use the Service to access their choice of legal Internet content; run applications of their choice; and attach any devices or equipment of their choice, subject to the provisions of Sections 11(b), (c), (d) and (e), below.

(b) The characteristics and methods of operation of any circuits, facilities, devices or equipment provided by NSP or any other third party and used in connection with or otherwise associated with the Service shall not interfere with or impair any other service provided by BellSouth, its affiliated companies, or any carrier, including a competitive local exchange carrier, that is using BellSouth's network; cause damage to BellSouth facilities; impair the privacy of any communications carried over BellSouth facilities; or create hazards to the employees of BellSouth, its affiliated companies, or any carrier, including a competitive local exchange carrier, that is using BellSouth's network any of them or the public.

(c) The Service shall not be used for any illegal or unlawful purpose. BellSouth reserves the right to immediately disconnect Service, with or without notice to NSP, at a location where BellSouth becomes aware that the Service is being used for an unlawful purpose.

(d) Excessive use of bandwidth is not permitted. The Service is designed to handle traffic that is bursty in nature. Although some of the Services are best effort services, and other Services have minimum guaranteed speeds, the data rates, actual throughput and latency of all Services are affected by excessive use of bandwidth. Applications such as file sharing, peer-to-peer traffic, and video streaming can result in degradation of services being provided by BellSouth and third parties as well as loss of quality of service experienced by the end users of BellSouth and third parties. BellSouth will monitor its network for excessive use. Excessive use of bandwidth shall be determined on the basis of the percentage of bandwidth on the Service used at a particular location, upstream or downstream, over a period of time. BellSouth reserves the right to immediately disconnect Service, upon notice to NSP, at any location that BellSouth determines is adversely affecting BellSouth's network.

(e) In the event BellSouth determines the Service is being used in such a manner as to invade the privacy or cause harm to third parties by such means as propagation of a virus or worm; hacking; spamming; or threat of violence, BellSouth reserves the right to immediately disconnect Service, upon notice to NSP, at the location where the Service is being used in such manner.

(f) The Service is not subject to resale. End User products that use or incorporate the Service must be sold, supported, and billed by <NSP>.

10. Use of Marks; No License Grant.

(a) NSP may, in response to a direct end user inquiry, advise end users that a portion of the service NSP furnishes to its end users is provided by BellSouth; provided, however, NSP shall not represent that BellSouth jointly participates in NSP's services. The BellSouth Company names, logos, services, service marks and trademarks are owned by BellSouth Intellectual Property Corporation and may not be used by NSP in any advertising, publicity, marketing communication, publication, or in any other commercial manner, except under an express, written license agreement with BellSouth Intellectual Property Marketing Corporation. NSP acknowledges that it is separate and distinct from BellSouth and that it provides a separate and distinct service and agrees that NSP may not, expressly or impliedly, state, advertise or market that it is or offers the same service as BellSouth or engage in any other activity that may result in a likelihood of confusion between its own service and BellSouth's service.

(b) No license is granted by BellSouth to NSP under any copyright, trademark, patent or other intellectual property right in the Service, or any materials, processes or technology related thereto.

11. Bill Disputes.

NSP shall submit a documented written claim in support of each specific disputed amount. Upon receipt of NSP's documented bill dispute, BellSouth shall work with NSP to resolve the dispute in a timely manner. If the dispute is resolved in favor of NSP, interest equivalent to the late payment charge set forth in Section 3, above, shall be calculated from the date of the overpayment to the resolution date; provided, however, that if NSP submits the dispute more than ninety (90) days after the date NSP paid the bill and said dispute is resolved in favor of NSP, interest shall be calculated from the dispute date to the resolution date.

12. Deposits.

(a) BellSouth may require an NSP with a history of late payments to BellSouth or without established credit to make a deposit prior to or at any time after the provision of Service to be held by BellSouth as a guarantee of the payment of rates and charges. BellSouth reserves the right to require an initial or an additional deposit of the NSP if the NSP's credit decreases from when the Service was established.

(b) BellSouth will provide written notice to such NSP of such deposit requirement. NSP will be required to make payment of such deposit prior to the provision of new Service in those cases where the NSP has not established credit with BellSouth, or otherwise within ten (10) business days of such notice for NSPs with existing Services.

(c) The deposit amount shall be calculated on the basis of the actual or estimated rates and charges for the Service for a two month period. The fact that a deposit has been made shall not relieve the NSP from complying with its obligation to make prompt payment hereunder. At such time as the provision of the Service to the NSP is terminated, the amount of the deposit will be credited to the NSP account and any remaining balance shall be refunded, or in the alternative, if there remains an unpaid balance for Service, BellSouth may apply all or a portion of the deposit to such balance.

(d) Such a deposit will be refunded or credited to the NSP's account when the NSP has established credit or, in any event, after NSP has established a one-year prompt payment record at any time prior to the termination of the provision of the Service to the NSP. In the case of a cash deposit, for the period the deposit is held by BellSouth, the NSP will receive simple interest at the rate of 1% per month (.000329 per day) or 12% annually. The rate will be calculated from the date the NSP's deposit is received by BellSouth up to and including the date such deposit is credited to the NSP's account or the date the deposit is refunded by BellSouth.

13. Ordering.

(a) NSP shall place an electronic (Internet or "web-based" interface) order utilizing a BellSouth specified order and response system ("Ordering System") to request Service be provisioned to an NSP designated end user premises. BellSouth shall provide an identification and password for access to the Ordering System when NSP provides to BellSouth all information requested by BellSouth for provision and billing of the Service.

(b) BellSouth may make the Ordering System available to NSP for testing of new services that are in production mode. Use of the Ordering System for such testing shall be subject to these Generally Available Terms and Conditions.

(c) NSP may request a modification of its order at any time prior to the due date. BellSouth will make every effort to accommodate the requested modification when it is able to do so with the normal work force assigned to complete such a modification within normal business hours, without charge. Customer-requested modifications that cannot be completed prior to the due date will be completed as if for new service.

14. Billing Options.

(a) NSP may select as the primary billing medium either a standard billing option (standard paper bill or CD-ROM) or billing data tape. Billing data tape format is available in the four options below. NSP may select one of these options as the primary billing medium at no charge and will also receive an abbreviated paper bill for bill payment purposes at no charge.

1. CONNECT: Direct - This option provides an electronic transmission of NSP's bill in billing data tape and requires NSP have a dedicated circuit from NSP's premises to a BellSouth data center.
2. CD-ROM - This option provides the delivery of NSP's in billing data tape format via a physical medium, i.e., CD-ROM.
3. Cartridge Tape - This option provides the delivery of NSP's bill in billing data tape format via a physical medium, i.e., Cartridge Tape. When NSP elects to receive additional copies of its bill on cartridge tape, only one copy of the cartridge tape will be provided. BellSouth does not require NSP to return previously supplied tapes.
4. Internet Mailbox - This option provides the delivery of NSP's bill in billing data tape format to an Internet-based, secure mailbox from which NSPs may download their bill.

(b) Rates and charges for additional copies of the NSP's bill are as follows:

<u>Billing Option</u>	<u>Rate</u>
Standard Billing Options	
Paper Bill – per paper page	\$.25
CD ROM – Per CD ROM	\$60.00
Billing Data Tape (BDT) Options	
(a) Connect: Direct – per record transmitted	\$.000932
(b) CD ROM – Per CD ROM	\$60.00
(c) Cartridge Tape	
1) per tape	\$51.84
2) per record	\$.0018
(d) Internet Mailbox - per mailbox, per month	\$40.00

(c) Unless otherwise specified by NSP, standard paper bills, cartridge tape and/or CD ROM will be sent via U.S. Mail service. However, at NSP's request, NSP or NSP's representative may pick up the paper bills, CD ROM or cartridge tape at a location designated by BellSouth.

15. Installation; Maintenance; Availability for Testing.

(a) BellSouth will install Service to that point where provision is made for termination of BellSouth's outside distribution network facilities. The Service shall have only one point of termination per end user premises. Any additional termination points beyond such point of termination are the sole responsibility of NSP.

(b) BellSouth shall maintain the Service. NSP or any third party shall not be permitted to move, rearrange, disconnect, remove or attempt to repair any facilities provided by BellSouth other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

(c) The Service shall be available to BellSouth at times mutually agreed upon to permit BellSouth to make tests and adjustments appropriate for maintaining the Service in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

16. Changes and Substitutions.

BellSouth may, where reasonably required in the operation of its business, substitute, change or rearrange any facilities used in providing Service under these Generally Available Terms and Conditions, or change minimum protection criteria, operating or maintenance characteristics of facilities or operations and procedures. BellSouth shall not be responsible if any such substitution, change or rearrangement renders any NSP furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, BellSouth will provide reasonable notification to NSP and reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics.

17. Taxes, Universal Service Fund, and Other Fees.

(a) For purposes of this section, the term "Tax" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights-of-way, whether designated as franchise fees or otherwise), which are imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor.

(b) Except as otherwise provided in this section, BellSouth shall separately state on each applicable invoice, and the NSP shall pay, all applicable Taxes.

(c) BellSouth shall not invoice NSP for a Tax if, and to the extent that, (i) the NSP furnishes BellSouth with a properly executed certificate of exemption or direct pay permit and satisfies any other requirements under applicable law; and, if in BellSouth's judgment such Tax is considered by the taxing authority to apply to some or all of the services furnished hereunder, (ii) the NSP furnishes BellSouth with a ruling or similar documentation from the taxing authority stating that such Tax does not apply to some or all of the services furnished hereunder.

(d) The NSP shall protect and indemnify BellSouth from and against the assessment or collection by a taxing authority of any Tax not invoiced by BellSouth, provided that BellSouth permits the NSP to contest the assessment or collection of such Tax or, if necessary and if requested by the NSP, contests such assessment or collection on behalf of the NSP but at the NSP's expense.

(e) BellSouth shall permit the NSP to contest any Tax paid by such NSP, either by assigning to the NSP its right to claim a refund of such Tax or, if necessary and requested by the NSP, filing and pursuing a claim for refund on behalf of the NSP but at the NSP's expense.

(f) In any contest of a Tax by BellSouth or the NSP, the other party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest; provided, however that the reasonable costs of providing such assistance shall be reimbursed by the requesting party.

(g) To the extent BellSouth pays into the universal service fund for Services purchased by NSP, NSP shall reimburse BellSouth for all such universal service fund charges paid.

18. Resolution of Disputes.

(a) Except for a breach of the obligations set forth in Section 7, entitled "Indemnification," Section 10, entitled "Use of Marks, No License Grant", or a collection action for nonpayment brought by BellSouth and without limiting either party's right to seek appropriate injunctive relief, any controversy, claim or dispute arising out of or relating to these Generally Available Terms and Conditions for the breach, termination, enforcement, interpretation or validity thereof ("Disputed Matter"), whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory, shall be resolved by final and binding arbitration governed by the Federal Arbitration Act, 9 USC §§1-16. (However, disputes that meet the small claims court requirements in the state in which the services are provided may be resolved in small claims court, if both parties concur in the use of that court.)

(b) In the event of any Disputed Matter, the BellSouth and NSP shall submit the matter to mediation within thirty (30) days of one Party receiving from the other Party a written request to mediate. The Parties may choose any institutional or informal means to mediate a Disputed Matter.

(c) In the event the Parties cannot resolve the matter by mediation, any ensuing arbitration of a Disputed Matter conducted pursuant to these Generally Available Terms and Conditions shall be administered by the International Institute for Conflict Prevention and Resolution ("The Institute"; f/k/a the CPR Institute for Dispute Resolution and the Center for Public Resources) pursuant to its then current Rules for Non-Administered Arbitration ("The Rules.")

(d) In the event the Parties agree that the Disputed Matter involves a sum at issue of less than \$1 million, the arbitration will be submitted to one arbitrator to be selected by The Institute in accordance with The Rules. If one Party or both Parties reasonably consider the Disputed Matter to involve a sum at issue in excess of \$1 million, the arbitration shall be conducted by three arbitrators, of whom each Party shall designate one in accordance with the "screened" appointment procedure provided in The Rules.

(e) The parties have the right to be represented by counsel. The arbitrator(s) shall be bound by and strictly enforce the terms of these Generally Available Terms and Conditions, and may not limit, expand or otherwise modify the terms of these Generally Available Terms and Conditions in conducting the arbitration and making any award. The arbitrator(s) shall also be bound by the substantive law of the State of Georgia, without giving effect to its choice of law principles. Any arbitration will be conducted in Atlanta, Georgia. Arbitrations under these Generally Available Terms and Conditions shall be kept confidential.

(f) Disputes under these Generally Available Terms and Conditions may not be (1) resolved on a class-wide basis, (2) joined with another lawsuit, or (3) joined in an arbitration with a dispute of any other entity. The arbitrator(s) may not award, and the Parties waive any claims for awards for punitive, exemplary or similar damages, or attorney's fees. The arbitrators are not empowered to award damages in excess of compensatory damages. The arbitrator(s) shall be bound by and apply any and all other limitations of liability or disclaimers of liability contained in any section of these Generally Available Terms and Conditions, which are hereby incorporated in this Section 18.

(g) Subject to applicable substantive law that may provide otherwise, each Party must pay its own expenses to participate in the arbitration, including attorney's fees and expenses related to the presentation of evidence, witnesses and document production.

(h) Unless both Parties agree to an extension of time, any hearing of a Disputed Matter shall be completed no later than 180 days after the date of the initial pre-hearing conference required by The Rules. The arbitration award shall be issued no later than thirty (30) days after the completion of the hearing. Such award shall be final when deemed final in accordance with The Rules. The award shall state the reasons supporting the award. The motion for entry of judgment on the award may be filed in any court of competent jurisdiction.

19. Non-Waiver.

No delay or failure by either Party to exercise any right under these Generally Available Terms and Conditions and no partial exercise of any right under these Generally Available Terms and Conditions shall constitute a waiver of that right or any other right.

20. Notices.

Unless otherwise stated, notices, authorizations, and requests required or desired to be given or made in connection with these Generally Available Terms and Conditions shall be in writing, given by certified or registered mail (return receipt requested), express air courier (charges prepaid) or hand delivery, and addressed as follows (or to such other address as the Party to receive the notice or request so designates by notice to the other):

If to BellSouth, one copy being directed to the attention of the Legal Department and the second to Wholesale DSL Marketing as follows:

BellSouth Legal Department:
ATTN: Senior Counsel – Broadband and Internet Services
675 West Peachtree St.
Suite 4300
Atlanta, GA 30375

BellSouth Broadband Services
ATTN: Product Management – Wholesale DSL
2180 Lake Blvd
Second Floor
Atlanta, GA 30319

If to NSP, notice shall be to the location designated in NSP's Acknowledgement of Terms and Conditions, or if no such location is designated, to NSP's billing location. In addition, if NSP supplies an email address on its Acknowledgement of Terms and Conditions, BellSouth may provide notice via email.

If a notice is given by either Party by certified or registered mail, it will be deemed received by the other Party on the third business day following the date on which it is deposited for mailing. If a notice is given by either Party by air express courier, it will be deemed received by the other Party on the next business day following the date on which it is provided to the air express courier. If a notice is given by hand-delivery, it will be deemed received by the other Party upon such delivery.

21. Force Majeure.

No Party shall be responsible for any delay or failure in delivery or performance of any of its duties hereunder due to acts of God, acts or omissions of any regulated telephone network or any other occurrence commonly known as force majeure, including, but not limited to, war, terrorist acts, riots, embargoes, hurricane or other natural disasters, strikes, work stoppage, work slowdown, or other concerted acts of workers (whether of BellSouth or others), casualties or accidents, or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing, which prevent or hinder the delivery of the Service. BellSouth may delay performance of its obligation to provide the Service for so long as such occurrence or occurrences affect BellSouth's ability to provide the Service, and in such event such BellSouth shall have no liability to NSP for failure to provide the Service.

22. Regulatory Mandates.

NSP expressly recognizes that BellSouth is a communications common carrier licensed and regulated by the Federal Communications Commission ("FCC") and state public utility commissions. The FCC has authorized BellSouth to offer the Service via a private carriage arrangement. In the event such authority ceases, BellSouth may terminate these Generally Available Terms and Conditions effective with the cessation of such authority. In addition, these Generally Available Terms and Conditions may be subject to such other changes or modifications as any such regulatory body may from time to time direct in the exercise of its jurisdiction.

23. Assignments.

NSP shall not assign its rights, duties or obligations hereunder without the prior written consent of BellSouth; provided, however, that NSP shall not be obligated to obtain BellSouth's consent to any assignment to an affiliate or subsidiary of NSP, or any entity with which NSP is under common control. Any attempt by NSP to assign or transfer any of the rights, duties, or obligations of NSP with respect to the Service where BellSouth's consent is required but not obtained shall be void, and no assignment or transfer shall release NSP from any of its obligations with respect to the Service.

24. Limitation of Actions.

No action, regardless of form, arising out of these Generally Available Terms and Conditions may be brought by either BellSouth or NSP more than two years after the cause of action has arisen.

25. Entire Agreement.

These Generally Available Terms and Conditions set forth the entire agreement between NSP and BellSouth respecting any Service ordered hereunder, and supersedes any prior written or verbal proposals, agreements, letters of intent, understandings or other discussions respecting the same. BellSouth will not be bound by any provision contained in any order, request for service, confirmation, correspondence or other communication from NSP that is at variance with, in addition to, or conflicts with any provision of these Generally Available Terms and Conditions, unless such variance, addition or conflict is specifically identified in a written agreement signed by NSP and an authorized representative of BellSouth. No agent, employee, or representative of BellSouth has any authority to bind BellSouth to any affirmation, representation, or warranty unless the same is specifically set forth in these Generally Available Terms and Conditions or other written agreement as provided above.

26. Severability.

If any provision of these Generally Available Terms and Conditions conflicts with the law under which these Generally Available Terms and Conditions is to be construed or if any such provision is held invalid by a court with jurisdiction over the Parties, such provision shall be deemed inoperative to the extent it is deemed invalid, but the validity of the remaining portions of provisions shall not be affected thereby so long as the Parties' respective rights and obligations in the aggregate hereunder would not be materially affected thereby taken as a whole. Notwithstanding the foregoing, to the extent any such provision held invalid may be made enforceable by limiting or restating the provision to reflect as nearly as possible the original intentions of the Parties, then such provision shall be deemed so limited or restated. The remainder of these Generally Available Terms and Conditions shall remain in full force and effect.

27. Survival.

The following Sections will survive termination or expiration of this Agreement: Section 3, Payments; Section 5, Disclaimer of Liability; Limitation of Liability; Section 6, Limitation and Disclaimer of Warranties; Section 7, Indemnification; Section 10, Use of Marks; No License Grant; Section 11, Bill Disputes; Section 12(c); Section 17, Taxes; Section 18, Resolution of Disputes; Section 19, Non-waiver; Section 20, Notices; Section 21, Force Majeure; Section 23, Assignments; Section 24, Limitation of Actions; Section 25, Entire Agreement; Section 26, Severability; and this Section 27.

Attachment D

Glossary of Terms

ATM	Asynchronous Transfer Mode
ATU-C	ADSL Transceiver Unit – Central
ATU-R	ADSL Transceiver Unit – Remote
CBR	Constant Bit Rate
CPE	Customer Premises Equipment
DGL	Domain Group List
DGN	Domain Group Name
EBG	Egress Broadband Gateway
EUA	End User Aggregation
LATA	Local Access and Transport Area
MSATMS	Managed Shared Asynchronous Transfer Mode Service
MVC	Multiple Virtual Circuits
NID	Network Interface Device
NSP	Network Service Provider
QoS	Quality of Service
SRF	Service Request Form
SWC	Serving Wire Center
TLC	Termination Liability Charge
UBR	Unspecified Bit Rate
UNE	Unbundled Network Element
VC	Virtual Circuit
VCI	Virtual Channel Identifier
VPI	Virtual Path Identifier
XAATMS	Exchange Access Asynchronous Transfer Mode Service