
BellSouth Interconnection Services

675 West Peachtree Street
Atlanta, Georgia 30375

**Carrier Notification
SN91085215**

Date: November 30, 2005

To: All Interconnection Services Customers

Subject: All Interconnection Services Customers – (Billing, Tariff and Interconnection/Contractual) – **REVISED** - Implementing the BellSouth Price Regulation Plan in North Carolina (Originally posted on October 14, 2005)

On April 29, 2005, the North Carolina Utilities Commission (NCUC) issued its Order approving BellSouth's modified Price Regulation Plan in Docket No. P-55, Sub 1013. The modified Price Regulation Plan was filed on March 31, 2005. It became effective on May 18, 2005.

Pursuant to the Order, certain BellSouth services provisioned pursuant to the General Subscriber Services Tariff (GSST), Private Line Tariff and intrastate Access Services Tariff will be detariffed effective December 1, 2005. **A listing of North Carolina tariff provisions applicable to services that have been detariffed as of December 1, 2005, and copies of: (1) the Service Agreement containing general terms and conditions applicable to detariffed services ordered on a month-to-month basis; (2) the Service Descriptions containing the features and functionality available with each detariffed service; and (3) the Price List containing the rates for each detariffed service, are available on the BellSouth Web site at:**

http://cpr.bst.bellsouth.com/pdf/nc/product_line.htm

If your company is an existing Interconnection Services customer, no action is required on your part to maintain your current BellSouth service.

For Interconnection Services customers who are buying month-to-month services directly from BellSouth's tariffs without any separate, underlying agreement, the detariffed services will continue to be available on and after December 1, 2005, pursuant to the Services Agreement, Service Descriptions and Price List reflected on the BellSouth Web site above. The rates, features and functionality of the detariffed services have not changed, and will remain the same until BellSouth provides notice of any change. By applying for, subscribing to, using or paying for the service, your company agrees to be bound by the rates, terms and conditions set forth in the Service Agreement, Service Description and Price List on and after December 1, 2005. If your company does not agree with the provisions of the Service Agreement or does not wish to continue to purchase the services, you may terminate service by contacting your account team representative.

To the extent your company either entered into a contract or agreement with BellSouth prior to December 1, 2005, or, before such date, agreed upon the terms of a contract or agreement with BellSouth to be entered into after such date (and is bound by such commitment to enter into such agreement or contract), which references such tariff provisions, paragraphs 1 through 4 below shall apply. Without limiting the foregoing, to the extent any subscriber has purchased, or contemplates purchasing, any service (whether under a contract or agreement or otherwise) that has

been detariffed, which service is subject to BellSouth's Comparably Efficient Interconnection ("CEI") plans or BellSouth's Open Network Architecture ("ONA") Plan, paragraph 5 shall also apply:

- 1. For any contract or agreement for services pursuant to which you have agreed to a defined service term commitment, any detariffed provision that is referenced in such contract or agreement shall continue to apply as a contractual term or condition for the remainder of the term commitment, unless provided to the contrary in such contract or agreement, as the same may be amended from time to time.**
- 2. For any contract or agreement contemplating the ordering of any detariffed service on a month-to-month basis pursuant to rates, terms and conditions set forth in the detariffed portion of the tariff, the rates, terms and conditions governing such services on and after December 1, 2005, shall be those set forth in the separate Service Agreement, Service Description and Price List applicable to such services, unless provided to the contrary in such contract or agreement, as the same may be amended from time to time.**
- 3. For any contract or agreement between your company and BellSouth that contemplates your ordering services that have been detariffed, all service-specific rates, terms and conditions for any detariffed services purchased on a month-to-month basis shall be subject to paragraph 2 above, except that where a provision of the Service Agreement directly conflicts with a provision of the contract or agreement between your company and BellSouth, the provision of the contract or agreement shall control. For any contract or agreement between your company and BellSouth that contemplates your ordering services that have been detariffed, all service-specific rates, terms and conditions for any detariffed services purchased under a term commitment shall be subject to paragraph 1 above, except that where a detariffed provision directly conflicts with a provision of the contract or agreement between your company and BellSouth, the provision of the contract or agreement shall control.**
- 4. For any contract or agreement between your company and BellSouth that contemplates the applicability of a referenced tariff provision to other services you purchase pursuant to such contract or agreement, any detariffed provisions shall continue to apply for the remaining term of such contract or agreement.**
5. Any reference to a tariffed service, tariffs or rates in a tariff, included in BellSouth's CEI or ONA Plans, which reference is to a service that has been detariffed, shall be deemed a reference to that section as set forth in the Service Agreement, Service Description and Price List applicable to such services.

Should you have additional questions, please contact your BellSouth contract negotiator or account team representative.

Sincerely,

ORIGINAL SIGNED BY PAT FINLEN FOR KRISTEN E. SHORE

Kristen E. Shore – Director
BellSouth Interconnection Services