

## **BellSouth Interconnection Services**

675 West Peachtree Street Atlanta, Georgia 30375

## Carrier Notification SN91086006

Date: January 13, 2006

To: All Interconnection Services Customers

Subject: All Interconnection Services Customers – (Billing, Tariff and Interconnection/Contractual) –

Implementing the BellSouth Detariff Initiative in Georgia

This is to advise that, on October 20, 2005, the Georgia Public Service Commission (PSC) issued its Order approving a Stipulation Agreement that BellSouth and the Georgia PSC Staff agreed to on October 7, 2005. This Stipulation Agreement was part of BellSouth's tariff filing request to detariff various retail services. The services that BellSouth requested to be detariffed are (1) all existing and new retail telecommunications services, including all bundles, contracts, contract service arrangements and ala-carte services, currently governed by the BellSouth General Subscriber Services Tariff (GSST) with the exception of basic local exchange services; and (2) all existing and new services governed by the BellSouth Private Line Services Tariff (i.e., the B Tariff).

Pursuant to the PSC's Order approving the Stipulation, the services listed above will be detariffed effective February 28, 2006. After this date, however, BellSouth's offerings of such services will be available and governed by Service Agreements reflecting the same terms and conditions that existed in the tariffs. The Service Agreements reflecting these product terms and conditions are available on the BellSouth Web site at:

## http://cpr.bellsouth.com/pdf/ga/ga.htm

If you are an existing Interconnection Services customer, operating under a current Interconnection Agreement, 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 offered, pursuant to the service agreement, service descriptions and price list reflected on the above Web site. 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, services descriptions and price list. 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 BellSouth account team representative.

To the extent your company either entered into a contract or agreement with BellSouth prior to services being detariffed, or before such time agreed upon terms of a contract or agreement with BellSouth to be entered into after such services became detariffed (and are bound by such commitment to enter into such agreement or contract), which references such tariff provisions, the following shall apply:

- 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, 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 de-tariffed 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.

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

Sincerely,

## **ORIGINAL SIGNED BY KRISTEN E. SHORE**

Kristen E. Shore – Director BellSouth Interconnection Services