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April 13, 2005

Ms. Beth Salak
Director Of Competitive Markets and Enforcement
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Pursuant to Florida Statute 364.051, enclosed is a package filing for BellSouth Collocation Cross Connect Service Implementation/Physical Expanded Interconnection Service (PEIS) Deletion.

Access Services Tariff

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The purpose of this filing is to provide the appropriate tariff language necessary to add new Collocation Access Cross-Connect Services (E13 section) and delete Physical Expanded Interconnection Services (PEIS) (E20 section) from the Florida Access Services Tariff.

Acknowledgement, date of receipt and authority number of this filing are requested.

Your consideration and approval will be appreciated.

Yours very truly,

Marshall M. Marshall M. Criser III (slg)

Regulatory Vice President

Attachments

EXECUTIVE SUMMARY

**BellSouth Physical And Virtual Collocation Access Cross-Connect Addition/Physical
Expanded Interconnection Service (PEIS) Deletion
(FL2005-010)**

Introduction

The purpose of this filing is to provide the appropriate tariff language necessary to add new Collocation Access Cross-Connect Services (E13 section) and delete Physical Expanded Interconnection Services (PEIS) (E20 section) from the Florida Access Services Tariff.

Description of Proposed Tariff

The addition of the Collocation Access Cross-Connect Services (Physical and Virtual) is due to the demand that exists for Access Services that requires cross connection in collocation space, which is not currently provided in the Florida Tariff. The Physical and Virtual Collocation Access Cross-Connect Services will be placed in section E13 (“Miscellaneous Services”), and will mirror existing FCC Tariff Collocation Access Cross-Connect Service language.

Deletion of the PEIS tariff is being requested since there currently is no telecommunications carriers that have ordered physical collocation from the Florida Access Services Tariff, nor does BellSouth anticipate that telecommunications carriers will order collocation from this tariff in the future. Instead, all of the telecommunications carriers that have ordered physical collocation in a Florida BellSouth Premises (Central Offices and Serving Wire Centers) have done so pursuant to the rates, terms and conditions contained in their negotiated Interconnection Agreements with BellSouth. Each telecommunications carrier's Interconnection Agreement that has been approved by the Florida Public Service Commission is available for public inspection and may be adopted, en toto, by another telecommunications carrier that meets the eligibility criteria/rules and regulations established by the FCC and the PSC.

Cost Information

BellSouth will cover its costs for the provision of these services.

E6. BELLSOUTH SWA SERVICE

E6.1 General (Cont'd)

E6.1.6 Acceptance Testing

- A. When analog or a combination of analog and digital services are provided at voice grade frequency, the Company will, at the IC's request, cooperatively test to the point of termination at no additional charge, the following parameters at the time of installation: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling. When the BellSouth SWA Transport is provided with Interface Groups 2, 6 or 9 and the BellSouth SWA Transport Termination is two-wire (i.e., there is a four-wire to two-wire conversion in BellSouth SWA Transport), balance parameters (equal level echo path loss) may also be tested. (F) (M)
- B. When the service is provided totally via digital facilities (i.e., digital switch and digital transport), the Company will, at the IC's request, cooperatively test at the time of installation the following at no additional charge: operational signaling for each circuit provided and loss for one circuit per di-group provided. (M)
- C. When BellSouth SWA FGD or BellSouth SWA TSBSA 3 with the BellSouth SWA CCSAC option is ordered, network compatibility and other operational tests will be performed cooperatively by the Company and the IC. These tests are as specified in the BellSouth Guidelines to Technical Publication TR-TSV-000905.
- D. For BellSouth SWA FGD or BellSouth SWA TSBSA 3 trunks equipped with the 64 Clear Channel Capability (64 CCC) option, tests will be performed to verify the integrity of the 64 Kbps service. 64 Kbps service testing, for ICs with 108 test line capability, will be made to the ICs 108 test line. For ICs without 108 test line capability, tests will be made to the demarcation point at the POP (Point of Presence). One trunk per DS1 facility will be tested.

E6.1.7 Ordering Options and Conditions

The Access Order, as set forth in Section E5. of this Tariff, ~~preceding~~, is used in the provisioning of BellSouth SWA service. Also included in that section are other charges which may be associated with ordering BellSouth SWA service (e.g., Service Date Change Charges, Cancellation Charges, etc.). (C)

For purposes of this Section, services requested on multiple Access Service Requests (ASRs) placed with the Company on a given day, for multiple lines to the same end office or multiple trunks on a common trunk group with the same premises interface code, will be treated as one request when the ASRs are related together by the IC.

E6.1.8 BellSouth Access Collocation Cross-Connect Service

- A. Terms, conditions, and rates for the following BellSouth Access Collocation Cross-Connect Services are as set forth in Section E13. of this Tariff. (N) (N)
 - Physical Access Collocation Cross-Connect Service (N)
 - Virtual Access Collocation Cross-Connect Service (N)

E6.2 Provision and Description of BellSouth SWA Service Arrangements

BellSouth SWA service is provided in four different BellSouth SWA FG arrangements, two BellSouth SWA Basic Serving Arrangements, BellSouth 500 service, BellSouth SWA Toll Free Dialing Ten Digit Screening service, BellSouth SWA 900 service and BellSouth IPTG Terminating service. The provision of each of these service categories requires the applicable switched BellSouth SWA Transport component and the appropriate Local Switching functions (excluding BellSouth IPTG Terminating service). There are also various BellSouth SWA Transport components and Local Switching optional features available with the BellSouth SWA FGs and BellSouth SWA Basic Serving Arrangements. There are also various common switching BSEs available with the BellSouth SWA Basic Serving Arrangements. The BellSouth SWA Transport, Common Switching and Transport Termination optional features as well as common switching BSEs are available at all Company end office switches, unless stated otherwise. In addition, BellSouth SWA WATS Service may be provided, at the option of the IC, with BellSouth SWA FGC, BellSouth SWA FGD, and BellSouth SWA TSBSA 2 and BellSouth SWA TSBSA 3. BellSouth SWA WATS Service optional features are available in end offices designated as BellSouth SWA WATS Service serving offices. (E)

There are three specific transmission specifications (i.e., Types A, B and C) that have been identified for the provision of these service categories. The specifications provided are dependent on the Interface Group ordered. The parameters for the transmission specifications are set forth in E6.4.1 following.

BellSouth SWA FGs and BellSouth SWA Basic Serving Arrangements are arranged for either originating, terminating or two-way calling, based on the IC end office switching capacity ordered. Originating calling permits the delivery of calls from telephone exchange service locations to the IC's terminal location. Terminating calling permits the delivery of calls from the IC's terminal location to telephone exchange service locations. Two-way calling permits the delivery of calls in both directions, but not simultaneously. The Company will determine the type of calling to be provided unless the IC requests that a different type of directional calling is to be provided. In such cases, the Company will work cooperatively with the IC to determine the directionality.

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA
ISSUED: ~~April 13, 2005~~ ~~May 16, 2003~~
BY: Joseph P. Lacher, President -FL
Miami, Florida

ACCESS SERVICES TARIFF

~~Third~~ ~~Second~~ Revised Page 27
Cancels ~~Second~~ ~~First~~ Revised Page 27
EFFECTIVE: ~~April 29, 2005~~ ~~May 31, 2003~~

E6. BELLSOUTH SWA SERVICE

E6.7 Rate Regulations (Cont'd)

E6.7.6 Change of Service Category¹(Cont'd)

- A. Changes from one type of Service Category to another will be treated as a discontinuance of one type of service and a start of another. Nonrecurring charges will apply, with two exceptions. (Cont'd)
2. (Cont'd)
 - c. When the effective dates for the disconnect and start of service are the same, minimum period obligations will not change (i.e., the time elapsed in the existing minimum period obligations will be credited to the minimum period obligations for BellSouth SWA FGD). When the effective dates for the disconnect and start of service are different, new minimum period obligations will be established for the BellSouth SWA FGD service. When a IC converts an existing feature group to its BellSouth SWA Basic Serving Arrangement equivalent, minimum period obligations will not change. For all other changes from one type of service category to another, new minimum period obligations will also be established.

E6.7.7 Moves

- A. A move involves a change in the physical location of one of the following:
 1. The point of termination at the IC terminal location
 2. The IC terminal location
- B. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.
 1. Moves Within the Same Building (Inside Moves)

When the move is to a new location within the same building, service rearrangement charges as set forth in E6.7.1 preceding will apply. Access Collocation Cross-Connect nonrecurring and monthly recurring charges, contained in Section E13. of this Tariff, will also apply. There will be no change in the minimum period requirements.
 2. Moves to a Different Building

Moves to a different building (IC premises) in a wire center serving area different than the IC's existing serving wire center serving area will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. Service will not be available simultaneously at both the original and new IC locations. Access Collocation Cross-Connect nonrecurring and monthly recurring charges, contained in Section E13. of this Tariff, will also apply. New minimum period requirements may be established for the rearranged services in accordance with the regulations for the service. The IC will also remain responsible for satisfying all outstanding minimum period charges for the original service locations.

Note 1: References to BellSouth SWA FGs include the corresponding BellSouth SWA Basic Serving Arrangement reference. For example, reference of an upgrade from BellSouth SWA FGA to BellSouth SWA FGD, would include the corresponding BellSouth SWA Basic Serving Arrangement upgrade from BellSouth SWA LSBSA to BellSouth SWA TSBSA 3.

E6. BELLSOUTH SWA SERVICE

E6.7 Rate Regulations (Cont'd)

E6.7.26 Channels For Use With BellSouth Managed Shared Ring Service

- A. Rates and charges as specified in E6.8.1 following apply on a per Off-Net BellSouth Managed Shared Ring service DS1 or DS3 basis, as applicable. The minimum service period for each Off-Net DS1 or DS3 BellSouth Managed Shared Ring service channel is four months. The rates and charges for Common Transport are in addition to the Off-Net BellSouth Managed Shared Ring service channel rates and charges.
- B. BellSouth Managed Shared Ring service is available in the BellSouth Telecommunications, Inc. Tariff F.C.C. No.1 under commitment plans as follows: Month-to-Month, Plan A (36 Months), or Plan B (60 Months). Month-to-Month rates are only available upon completion of a Plan A or Plan B commitment plan. Upon the completion of a Plan A or Plan B commitment period, the customer must establish a new commitment plan or billing will be changed to month-to-month. The rates in this Tariff for channels for use with BellSouth Managed Shared Ring service will be based on time period for the commitment plan established for the service in the BellSouth Telecommunications, Inc. Tariff F.C.C. No. 1. (E)
- C. The rates for channels for use with BellSouth Managed Shared Ring service commitment plans are stabilized for the length of the plan selected for the service arrangement in the interstate tariff and are exempt from Telephone Company initiated increases, however, decreases will automatically flow through to the customer.
- D. Access Collocation Cross-Connects provide a means for customers to interconnect their Channels for use with BellSouth Managed Shared Ring service to Central Office Collocation arrangements within the same Central Office. Terms, conditions, and rates for Physical Access Collocation Cross-Connects and Virtual Access Collocation Cross-Connects are set forth in Section E13. of this Tariff. (S)

E6.7.27 Channels For Use With BellSouth SWA Managed Shared Network Service

- A. Rates and charges as specified in E6.8.1 following apply on a per DS3 Local Channel, DS1 or DS0 Interface and DS1 or DS0 Interoffice Channel basis, as applicable. The minimum service period for each BellSouth SWA Managed Shared Network Service rate element is four months. The rates and charges for Local Switching and Common Line are in addition to the BellSouth SWA Managed Shared Network Service rates and charges. (N)
- B. BellSouth SWA Managed Shared Network Service is available in the BellSouth Telecommunications, Inc. Tariff F.C.C. No.1 under commitment plans as follows: Month-to-Month, Plan A (12 Months), or Plan B (60 Months). Month-to-Month rates are only available upon completion of a Plan A or Plan B commitment plan. Upon the completion of a Plan A or Plan B commitment period, the customer must establish a new commitment plan or billing will be changed to month-to-month. The rates in this Tariff for channels for use with BellSouth Managed Shared Ring service will be based on time period for the commitment plan established for the service in the BellSouth Telecommunications, Inc. Tariff F.C.C. No. 1. (N)
- C. The rates for channels for use with BellSouth SWA Managed Shared Network Service commitment plans are stabilized for the length of the plan selected for the service arrangement in the interstate tariff and are exempt from Telephone Company initiated increases, however, decreases will automatically flow through to the customer. (N)

E7. DEDICATED ACCESS SERVICES

E7.1 General (Cont'd)

(N) |

E7.1.2 Rate Categories (Cont'd)

(N) |

G. Channels For -Use With SMARTGateSM service (a.k.a. BellSouth SPA Managed Shared Ring Network)

(N) (C) |

1. SMARTGateSM service (a.k.a. BellSouth SPA Managed Shared Ring Network) provides a flat rate transport link between a customer designated premises where the network is accessed and a serving wire center of another customer designated premises in the same SMARTGateSM service (a.k.a. BellSouth SPA Managed Shared Ring Network-) area. There are two service components - an Off-Net component and an On-Net component for DS1 and DS3 service. (N) (C) |
2. An Off-Net DS1 or an Off-Net DS3 is one that originates at a customer location as DS1 (a.k.a. BellSouth SPA DS1) or DS3 (a.k.a. BellSouth SPA DS3) high capacity traffic (where that customer location is not a collection point for SMARTGateSM service (a.k.a. BellSouth SPA Managed Shared Ring Network) facilities) and is aggregated into SMARTGateSM service (a.k.a. BellSouth SPA Managed Shared Ring Network) at a serving wire center in the SMARTGateSM service (a.k.a. BellSouth -SPA Managed Shared Ring Network) area. Standard tariff rates and charges for the DS1 (a.k.a. BellSouth SPA DS1) or DS3 (a.k.a. BellSouth SPA DS3) service apply for (1) the local channel from the Off-Net customer location to that premises' normal serving wire center and (2) an interoffice channel, if applicable, from the normal serving wire center to the connection point with SMARTGateSM service (a.k.a. BellSouth SPA Managed Shared Ring Network). The connection point with SMARTGateSM service (a.k.a. BellSouth SPA Managed Shared Ring Network) is the wire center in the SMARTGateSM service (a.k.a. BellSouth SPA Managed Shared Ring Network) area nearest Off-Net location's normal serving wire center. (N) (C) |
3. An On-Net DS1 or an On-Net DS3 is one that originates at a collection location that is served by SMARTGateSM service (a.k.a. BellSouth SPA Managed Shared Ring Network) facilities and is transported over SMARTGateSM service (a.k.a. BellSouth SPA Managed Shared Ring Network) facilities to the aggregation location. (N) (C) |

H. Access Collocation Cross-Connects

(S) |

Access Collocation Cross-Connects provide a means for customers to interconnect their Shared Use and Digital High Capacity (a.k.a. BellSouth SPA High Capacity) to Central Office Collocation arrangements within the same Central Office. Terms, conditions, and rates for Physical Access Collocation Cross-Connects and Virtual Access Collocation Cross-Connects are set forth in Section E13. of this Tariff.

(S) |

E7. DEDICATED ACCESS SERVICES

E7.1 General (Cont'd)

E7.1.7 Acceptance Testing (Cont'd)

- B. For digital services (i.e., Digital Data (a.k.a. BellSouth SPA DS0 Digital Data), and High Capacity (a.k.a. BellSouth SPA High Capacity), acceptance tests will include tests for the parameters applicable to the service as specified in the order for service. (Cont'd)

In addition to the preceding tests, Additional Cooperative Acceptance Testing for Voice Grade (a.k.a. BellSouth SPA DS0 VG) service to test other parameters, as described in E13.3.5.B., is available at the customer's request. All test results will be made available to the customer upon request.

- C. If acceptance tests are not started within 30 minutes after the scheduled appointment time for such tests, as negotiated between the Company and the IC, additional charges may apply to the IC, as set forth in Section E13.

E7.1.8 Ordering Options and Conditions

The options and conditions for access orders are set forth in detail in Section E5. Also included in that section are other charges which may be associated with ordering Dedicated Access Services (e.g., Service Date Change Charges, Cancellation Charges, etc.).

E7.1.9 Jurisdictional Report Requirements

An IC or End User must order Dedicated Access Services for either interstate or intrastate use. Dedicated Access Services connecting to an interstate facility, either directly or through a customer provided switch, must be ordered as interstate Special Access (a.k.a. BellSouth SPA) service in accordance with the applicable rules and regulations of the BellSouth Telecommunications, Inc. Tariff F.C.C. No. 1.

E7.2 Service Description

For the purpose of ordering, there are ~~six~~~~seven~~ categories of Dedicated Access Services. These are:

1. Telegraph Grade (a.k.a. BellSouth SPA Telegraph) (TG)
2. Voice Grade (a.k.a. BellSouth SPA DS0 VG) (VG)
3. ~~(DELETED)~~
4. Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data) service (DDAS)
5. High Capacity (a.k.a. BellSouth SPA High Capacity) (HC)
6. Self-Healing Rings (SMARTRing[®] service (a.k.a. BellSouth Dedicated Ring))
7. Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel) service

Each service consists of a basic channel to which a technical specifications package (predefined), channel interface(s) and, when desired, optional features and functions are added to construct the service desired. Each of the components of the service are described in this section. Terms, conditions, and rates for Physical Collocation Cross-Connects and Virtual Access Collocation Cross-Connects are set forth in Section E13. of this Tariff for those services that are permitted to connect directly to a carrier's collocation space.

E7. DEDICATED ACCESS SERVICES

E7.4 Rate Regulations (Cont'd)

E7.4.7 Facility Hubs (Cont'd)

The Company will commence billing the monthly rate for the facility to the Hub on the date specified by the customer on the service order. Individual services utilizing these facilities may be installed coincident with the installation of the facility to the Hub or may be ordered and/or installed at a later date, at the option of the customer. The customer will be billed for a digital Local Channel, Interoffice Channel (when applicable) and the Basic Channelization System at the time the facility is installed. DS1 and DS0 Basic Channelization Systems require a Central Office Channel Interface for activation of each lesser capacity channel. DS3 to DS1 channelization arrangements, for transport of intrastate DS1 service high capacity channels via LightGate[®] (a.k.a. BellSouth SPA Point to Point Network) and SMARTRing[®] services (a.k.a. BellSouth Dedicated Ring), require a DS1 channel interface for activation of each DS1 channel. Individual service rates (by service type) will apply for a Local Channel and additional Interoffice Channel and Central Office Channel Interface(s) (as required) for each channelized service. These will be billed to the customer as each individual service is installed.

Cascading channelization occurs when a digital channel is channelized to provide channels with a lesser capacity and one of the lesser capacity channels is further channelized. For example, a High Capacity (a.k.a. BellSouth SPA High Capacity) facility is channelized to individual Voice Grade (a.k.a. BellSouth SPA DS0 VG) channels.

When cascading channelization is performed, whether in the same or a different Hub, a charge for the additional Basic Channelization System and Central Office Channel Interface(s) also applies. A DS1 Basic Channelization System and DDAS (a.k.a. BellSouth SPA DS0 Digital Data) Central Office Channel Interface are required for high speed or low speed DDAS (a.k.a. BellSouth SPA DS0 Digital Data) activations when channelized from a DS1 (1.544 Mbps) channel. A DS0 Basic Channelization System and Subrate Central Office Channel Interface are required for subrate activations of 2.4, 4.8 and 9.6 Kbps when channelized from a DS0 (64 Kbps) channel. When cascading channelization is performed at different Hubbing locations, Interoffice Channel charges also apply between the Hubs.

E7.4.8 Shared Use Analog and Digital High Capacity (a.k.a. BellSouth SPA High Capacity) Services

Shared use occurs when Dedicated Access Services and BellSouth SWA are provided over the same High Capacity (a.k.a. BellSouth SPA High Capacity) facility through a common interface. The facility will be ordered and rated as Dedicated Access Services (i.e., Local Channel, Interoffice Channel, as appropriate, and Basic Channelization System and Central Office Interface(s), if applicable) until such time as the customer chooses to use a portion of the available capacity for providing BellSouth SWA as set forth in E5.2.8 of this Tariff preceding. As each individual channel is activated for BellSouth SWA, the Dedicated Access Local Channel rates, Interoffice Channel rates, and Basic Channelization System rates, if applicable, will be reduced accordingly. For SMARTPath[®] service (a.k.a. BellSouth SPA Shared Ring) the rates will be reduced by 1/48th for each BellSouth SWA VG Circuit. The customer must place an order for each individual Switched or Dedicated Access Service utilizing the Shared Use Facilities and specify the channel assignment for each such service. BellSouth SWA rates and charges as set forth in E6.8 of this Tariff preceding will apply for each channel of the shared use facility that is used to provide BellSouth SWA. Where Dedicated Access Service is provided utilizing a channel(s) of the shared use facility to the Hub, High Capacity (a.k.a. BellSouth SPA High Capacity) rates and charges will apply for the facility to the Hub as set forth preceding and individual service rates and charges will apply from the Hub to the customer designated premises. The rates and charges that will apply to the portion from the Hub to the customer designated premises will be dependent on the specific type of Dedicated Access Service that is provided (e.g., Voice Grade (a.k.a. BellSouth SPA DS0 VG), Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data) service, etc.). The applicable rates and charges will include a Local Channel and Interoffice Channel, if applicable.

Access Collocation Cross-Connects provide a means for customers to interconnect their BellSouth Shared Use and Digital High Capacity (a.k.a. BellSouth SPA High Capacity) services to Central Office Collocation arrangements within the same Central Office. Terms, conditions, and rates for Physical Access Collocation Cross-Connects and Virtual Access Collocation Cross-Connects are set forth in Section E13. of this Tariff.

The capability exists for a customer to utilize all or part of a SMARTRing[®] service (a.k.a. BellSouth Dedicated Ring) to transport switched access provided the SMARTRing[®] service (a.k.a. BellSouth Dedicated Ring) channel interface transporting the BellSouth SWA service does not have FlexServ service (a.k.a. BellSouth SPA Customer Reconfiguration) capability. The customer must place an order for each individual BellSouth SWA Channel provided over Dedicated Access service Shared Use Facilities and specify the channel assignment for each such service. The switched traffic would enter and exit the SMARTRing[®] service (a.k.a. BellSouth Dedicated Ring) at Customer and Central Office Nodes on that network. When this occurs, ratcheting of Dedicated Access rate elements (i.e. Nodes, Channel Interfaces, Local Channels, Alternate Central Office Channels, Internodal Channels, or Interoffice Channels) will be based on the number of voice grade (a.k.a. BellSouth SPA DS0 VG) equivalent trunks/lines of that rate element used for BellSouth SWA access.

E7. DEDICATED ACCESS SERVICES

E7.4 Rate Regulations (Cont'd)

E7.4.12 FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration) (Cont'd)

A. General (Cont'd)

4. Shared FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration) Arrangement (Cont'd)

The Company will not be liable for any loss to any of the customers in a shared FlexServ service (a.k.a. BellSouth SPA Customer Reconfiguration) arrangement caused directly or indirectly by actions of the agent or another customer in the shared arrangement. Each customer in the shared arrangement and the agent indemnify the Company for the costs of any and all claims arising directly or indirectly out of the actions of the agent or another customer in the shared arrangement, including, but not limited to, the cost of defending against such claims.

Any customer in a shared FlexServ service (a.k.a. BellSouth SPA Customer Reconfiguration) arrangement must give the Company 30 days prior written notice of his intent to revoke an agent's authority or to remove his dedicated access services from a shared arrangement. Such notice shall not be effective unless it provides the Company with specific and sufficient directions regarding treatment of the customer's dedicated access services upon revocation of the agent's authority or removal from the shared arrangement.

5. Access Collocation Cross-Connects

Access Collocation Cross-Connects provide a means for customers to interconnect their FlexServ service (a.k.a. BellSouth SPA Customer Reconfiguration) to Central Office Collocation arrangements within the same Central Office. Terms, conditions, and rates for Physical Access Collocation Cross-Connects and Virtual Access Collocation Cross-Connects are set forth in Section E13. of this Tariff.

B. Application of Rates

1. Basic FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)

a. Connection of Dedicated Access Services to Reconfiguration and Alarm Monitoring Capability.

A DS0/DS1/DS3 nonrecurring Connection Charge and a recurring monthly rate is required for each entrance and exit of a dedicated access channel to reconfiguration and monitoring capability.

Charges for Access to FlexServ service (a.k.a. BellSouth SPA Customer Reconfiguration) are contained in E7.5.16 *following*.

2. FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration) Options

a. Additional Concurrent User Access

For each Additional Concurrent User Access a nonrecurring charge and a recurring monthly rate applies.

b. Additional User Identification Codes

A nonrecurring charge applies for each additional ID requested.

c. Additional Customer Training

Any additional training will incur a nonrecurring charge for each eight (8) hour day of training.

d. Multipoint Bridging

Multipoint Bridging (DMB)

There will be a nonrecurring charge and a monthly rate for each DS0 or equivalent that is equipped with this capability.

Multipoint Junction Unit

A nonrecurring charge and a monthly rate applies for each DS0 or equivalent that is equipped with this capability.

This option must be purchased in groups of 5 because a unit has the capacity of 5 DS0 or equivalent channel connections.

E7. DEDICATED ACCESS SERVICES

E7.4 Rate Regulations (Cont'd)

E7.4.15 Zone Pricing

- A. High Capacity (a.k.a. BellSouth SPA DS1) service (1.544 Mbps) is organized into three pricing zones. Rate levels for the Local Channel, Interoffice Channels and DS1 Basic Channelization will be billed in accordance with the pricing zone assignment of the serving wire center. The pricing zone assignment for each Company serving wire center is specified in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4. Interoffice Channels, which terminate in offices in different zones will carry the higher rate. When interoffice channels are provided by more than one Telephone Company, this Company's portion of the circuit will be billed at the Zone Rate of this Company's central office, and the other Telephone Company's portion of that circuit will be billed in accordance with that Company's tariff, pursuant to E2.4.8 of this Tariff^{preceding}. Channelization rates will be determined by the location of the channelization arrangement.

E7.4.16 Channels For Use With SMARTGate[®] service (a.k.a. BellSouth SPA Managed Shared Ring Network)

- A. Rates and charges as specified in E7.5.19 following apply on a per On-Net or Off-Net SMARTGate[®] service (a.k.a. BellSouth SPA Managed Shared Ring Network) DS1 or DS3 basis, as applicable. The minimum service period for each On-Net or Off-Net DS1 or DS3 SMARTGate[®] service (a.k.a. BellSouth SPA Managed Shared Ring Network) channel is four months.
- B. SMARTGate[®] service (a.k.a. BellSouth SPA Managed Shared Ring Network) is available in the BellSouth Telecommunication Inc.'s F.C.C. Tariff No.1 under commitment plans as follows: Month-to-Month, Plan A (36 Months), or Plan B (60 Months). Month-to-Month rates are only available upon completion of a Plan A or Plan B commitment plan. Upon the completion of a Plan A or Plan B commitment period, the customer must establish a new commitment plan or billing will be changed to month-to-month. The rates in this Tariff for Channels For Use With SMARTGate[®] service (a.k.a. BellSouth SPA Managed Shared Ring Network) will be based on time period for the commitment plan established for the service in the interstate tariff.
- C. The rates for Channels For Use With SMARTGate[®] service (a.k.a. BellSouth SPA Managed Shared Ring Network) commitment plans are stabilized for the length of the plan selected for the service arrangement in the interstate tariff and are exempt from Company initiated increases, however, decreases will automatically flow through to the customer.
- D. Access Collocation Cross-Connects provide a means for customers to interconnect their Channels for use with SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring network) to Central Office Collocation arrangements within the same Central Office. Terms, conditions, and rates for Physical Access Collocation Cross-Connects and Virtual Access Collocation Cross-Connects are set forth in Section E13. of this Tariff.
- ~~E.D.~~ SMARTGate[®] service (a.k.a. BellSouth SPA Managed Shared Ring Network) can support either an Extended Super Frame format or a Super Frame format, provided that customer-provided equipment at collection and aggregation locations is compatible. The customer must advise the Company which of the two framing formats its customer provided equipment can support. The Company's monitoring and service performance guarantees for On-Net SMARTGate[®] service (a.k.a. BellSouth SPA Managed Shared Ring Network) DS1s, however will depend upon the framing format chosen by the customer as follows:
- For On-Net SMARTGate[®] service (a.k.a. BellSouth SPA Managed Shared Ring Network) DS1s configured with Extended SuperFrame equipment, the Company will credit 100 percent of the monthly charges for the affected SMARTGate[®] service (a.k.a. BellSouth SPA Managed Shared Ring Network) in the event of a service outage of greater than 60 seconds. This credit will apply only once per monthly billing period.
 - For On-Net SMARTGate[®] service (a.k.a. BellSouth SPA Managed Shared Ring Network) DS1s not configured for Super Frame format and all Off-Net SMARTGate[®] service (a.k.a. BellSouth SPA Managed Shared Ring Network) DS1s, the Company will credit the customer 100 percent of the monthly charges for the affected SMARTGate[®] service (a.k.a. BellSouth SPA Managed Shared Ring Network) in the event of a service outage of greater than 10 minutes. This credit will apply only once per monthly billing period. The credit for the service connecting to the Off-Net SMARTGate[®] service (a.k.a. BellSouth SPA Managed Shared Ring Network) DS1 will be credited based upon the regulations in the respective services' tariff section.
- ~~E.~~ The Company's monitoring and guarantees of the performance of the DS3 SMARTGate[®] service (a.k.a. BellSouth SPA Managed Shared Ring Network) will be as follows:
- ~~For On Net SMARTGate[®] service (a.k.a. BellSouth SPA Managed Shared Ring Network) DS3s, the Company will credit 100 percent of the monthly charges for the affected SMARTGate[®] service (a.k.a. BellSouth SPA Managed Shared Ring Network) in the event of a service outage of greater than 60 seconds. This credit will apply only once per monthly billing period.~~
 - ~~For Off Net SMARTGate[®] service (a.k.a. BellSouth SPA Managed Shared Ring Network) DS3s the Company will credit the customer 100 percent of the monthly charges for the affected SMARTGate[®] service (a.k.a. BellSouth SPA Managed Shared Ring Network) in the event of a service outage of greater than 10 minutes. This credit will apply only once per~~

Material previously appearing on this page now appears on page(s) 48.1 of this section.

[®]Material previously appearing on this page now appears on page(s) 48.1 and 49 of this section.

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[®]Service Mark of BellSouth Corporation

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

ACCESS SERVICES TARIFF

~~Fifth~~^{Fourth} Revised Page 48
Cancels ~~Fourth~~^{Third} Revised Page 48

ISSUED: ~~April 13, 2005~~^{December 22, 1998}

EFFECTIVE: ~~April 29, 2005~~^{January 6, 1999}

BY: Joseph P. Lacher, President -FL
Miami, Florida

~~monthly billing period. The credit for the service connecting to the Off Net DS3 will be credited based upon the regulations in the respective services' tariff section.~~

(M)

Material previously appearing on this page now appears on page(s) 48.1 of this section.

[§] Material previously appearing on this page now appears on page(s) 48.1 and 49 of this section.

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[§] Service Mark of BellSouth Corporation

E7. DEDICATED ACCESS SERVICES

E7.4 Rate Regulations (Cont'd)

E7.4.16 Channels For Use With SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) (Cont'd)

F. The Company's monitoring and guarantees of the performance of the DS3 SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) will be as follows:

1. For On-Net SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) DS3s, the Company will credit 100 percent of the monthly charges for the affected SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) in the event of a service outage of greater than 60 seconds. This credit will apply only once per monthly billing period.
2. For Off-Net SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) DS3s the Company will credit the customer 100 percent of the monthly charges for the affected SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) in the event of a service outage of greater than 10 minutes. This credit will apply only once per monthly billing period. The credit for the service connecting to the Off-Net DS3 will be credited based upon the regulations in the respective services' tariff section.

E7.4.17 SMARTPathSM Service (a.k.a. BellSouth SPA Shared Ring)

A. Application of Rates

Monthly rates and charges as specified in E7.5.17 following apply for each SMARTPathSM service (a.k.a. BellSouth SPA Shared Ring). The transport provided within a SMARTPathSM service (a.k.a. BellSouth SPA Shared Ring) Area is provided at 1.544 Mbps. Rate categories include a SMARTPathSM service (a.k.a. BellSouth SPA Shared Ring) Area Connection, and a SMARTPathSM service (a.k.a. BellSouth SPA Shared Ring) Area Junction.

The SMARTPathSM service (a.k.a. BellSouth SPA Shared Ring) Area Connection rate element provides for the connection at the designated premises where the customer gains access to SMARTPathSM service (a.k.a. BellSouth SPA Shared Ring) and transport to a designated junction on the network. The SMARTPathSM service (a.k.a. BellSouth SPA Shared Ring) Area Junction rate element provides for the connection between the SMARTPathSM service (a.k.a. BellSouth SPA Shared Ring) network and (1) another customer designated premises, in the same SMARTPathSM service (a.k.a. BellSouth SPA Shared Ring) Area or (2) a serving wire center in the same SMARTPathSM service (a.k.a. BellSouth SPA Shared Ring) Area for connection to (a) DS1 Basic Channelization, FlexServSM service (a.k.a. BellSouth SPA Customer Reconfiguration), Virtual Expanded Interconnection Services under Section E20 of this Tariff, SMARTRingSM service (a.k.a. BellSouth Dedicated Ring or DS3 service as provided in Section E7. of this Tariff, or (b) a SMARTPathSM service (a.k.a. BellSouth SPA Shared Ring) Area Junction of another SMARTPathSM service (a.k.a. BellSouth SPA Shared Ring) area in the same Metropolitan Area.

Recurring and nonrecurring charges apply for each SMARTPathSM service (a.k.a. BellSouth SPA Shared Ring) Area Connection and SMARTPathSM service (a.k.a. BellSouth SPA Shared Ring) Area Junction.

SMARTPathSM service (a.k.a. BellSouth SPA Shared Ring) is available under several payment plans: Month-to-month (with a 4 month minimum), Plan A (24-48 Months), or Plan B (49-72 Months). Plan A and Plan B are provided under conditions specified in the Channel Services Payment Plan (CSPP) E2.4.9.A. of this Tariff preceding.

The rates applicable to a month-to-month payment plan are subject to Company initiated changes. Rates stabilized under CSPP are exempt from Company initiated increases, however, decreases for any rate element will automatically flow through to the customer.

A SMARTPathSM service (a.k.a. BellSouth SPA Shared Ring) performance credit, as specified in E2.4.4.B. of this Tariff will apply.

A termination liability charge will be applicable if services provided under a CSPP arrangement are disconnected prior to the end of the chosen service period. The termination charge is equal to the applicable rate per rate element for the current contract multiplied by the difference in months between the time the CSPP contract has been in effect and the minimum contract length multiplied times a factor. The factor is 50 percent for contracts that have been in effect twelve months or less, or 20 percent for contracts that have been in effect longer than twelve months.

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SM Registered Service Mark of BellSouth Corporation

E13. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS CHARGES

E13.3 Miscellaneous Services (Cont'd)

E13.3.18 Reserved for Future Use~~(DELETED)~~

(E) (C)

E13.3.19 Reserved for Future Use

(N)

E13.3.20 Reserved for Future Use

(N)

E13.3.21 Reserved for Future Use

(N)

E13.3.22 Reserved for Future Use

(N)

E13.3.23 Physical Access Collocation Cross-Connect Service

(N)

A. General Description

(N)

1. Physical Access Collocation Cross-Connects provide a one to one dedicated transmission path between the ordering customer's tariffed service offerings or transport equipment located in the Telephone Company Central Office and the ordering customer's own physical collocation arrangement or another telecommunication carrier's (collocator's) physical collocation arrangement in the same Telephone Company Central Office for all of the access services listed below, except the following:

(N)

a. Exchange Access Frame Relay service (described in E21.1 of this Tariff)

(N)

b. Exchange Access ATM service (described in E21.3 of this Tariff)

(N)

c. BellSouth Metro Ethernet service (described in E7.2.18 of this Tariff)

(N)

The above-listed access services may only be requested between the ordering customer's tariffed service offerings or transport equipment located in the Telephone Company Central Office and the ordering customer's own physical collocation arrangement in the same Telephone Company Central Office.

(N)

2. Standards for performance monitoring of services which interconnect to the collocation arrangement will be driven by the particular service type and service specific requirements. The Telephone Company's obligation for monitoring ends at the demarcation point.

(N)

3. Physical Access Collocation Cross-Connects are flat rate, non-distance sensitive charges and will be applied on a per cross-connect ordered basis.

(N)

4. Physical Access Collocation Cross-Connects will be ordered on the same Access Service Request (ASR) as the service being cross-connected. All ASRs must be complete and accurate before the Company will initiate the provisioning process.

(N)

5. Nonrecurring charges are applicable for Physical Access Collocation Cross-Connect service.

(N)

6. The collocator may cross-connect at the DS0 level with the following Telephone Company access services:

(N)

a. Local Channels (described in E7.1.2.A of this Tariff)

(N)

b. Optional Features and Functions (described in E7.1.2.C of this Tariff)

(N)

c. Exchange Access Frame Relay service (described in E21.1 of this Tariff)

(N)

7. The collocator may cross-connect at the DS1 level with the following Telephone Company access services:

(N)

a. DS1 Local and Interoffice Channels (described in E7.1.2 of this Tariff)

(N)

b. DS1 Basic Channelization System (described in E7.1.2 of this Tariff)

(N)

c. FlexServ (a.k.a. BellSouth SPA Customer Reconfiguration) Port in a Digital Cross-Connect System (described in E7.4.12 of this Tariff)

(N)

d. Shared Use Analog and Digital High Capacity (a.k.a. BellSouth SPA High Capacity) services (described in E7.4.12 of this Tariff)

(N)

e. SMARTRing (a.k.a. BellSouth Dedicated Ring) services (described in E7.2.16 of this Tariff)

(N)

f. BellSouth SWA service (described in E6.1.3 of this Tariff)

(N)

g. SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) (described in E7.4.16 of this Tariff)

(N)

h. Exchange Access Frame Relay service (described in E21.1 of this Tariff)

(N)

i. Exchange Access ATM service (described in E21.3 of this Tariff)

(N)

E13. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS CHARGES

E13.3 Miscellaneous Services (Cont'd)

~~E13.3.18 (DELETED) (Cont'd)~~

E13.3.23 Physical Access Collocation Cross-Connect Service (Cont'd)

A. General Description (Cont'd)

8. The collocator may cross-connect at the DS3 level with the following Telephone Company access services:
- a. 28 DS1 Channelization System (described in E7.1.2 of this Tariff)
 - b. FlexServ (a.k.a. BellSouth SPA Customer Reconfiguration) Port in a Digital Cross-Connect System (described in E7.4.12 of this Tariff)
 - c. Shared Use Analog and Digital High Capacity (a.k.a. BellSouth SPA High Capacity) services (described in E7.4.8 of this Tariff)
 - d. SMARTRing (a.k.a. BellSouth Dedicated Ring) services (described in E7.2.16 of this Tariff)
 - e. BellSouth SWA service (described in E6.1.3 of this Tariff)
 - f. SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) (described in E7.4.16 of this Tariff)
 - g. Exchange Access Frame Relay service (described in E21.1 of this Tariff)
 - h. Exchange Access ATM service (described in E21.3 of this Tariff)
9. The collocator may cross-connect at the fiber level with the following Telephone Company access services:
- a. SMARTRing (a.k.a. BellSouth Dedicated Ring) service rate categories (described in E7.1.2.D of this Tariff)
 - b. SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) (described in E7.4.16 of this Tariff)
 - c. Exchange Access Frame Relay service (described in E21.1 of this Tariff)
 - d. Exchange Access ATM service (described in E21.3 of this Tariff)
 - e. BellSouth Metro Ethernet service (described in E7.2.18 of this Tariff)
10. The collocator may cross-connect at the Ethernet Cat-5 Cable level with the following Telephone Company access services:
- a. BellSouth Metro Ethernet service (as described in E7.2.18 of this Tariff)
 - b. SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) service rate categories (described in E7.1.2.D of this Tariff)

**E13. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND
 MISCELLANEOUS CHARGES**

E13.3 Miscellaneous Services (Cont'd)

~~E13.3.18 (DELETED) (Cont'd)~~

E13.3.23 Physical Access Collocation Cross-Connect Service (Cont'd)

B. Rates and Charges

1. Special Access (a.k.a. BellSouth SPA), per Cross-Connect

	<u>Nonrecurring Charges</u>	<u>Monthly Recurring Charges</u>	<u>USOC</u>	
(a) 2-Wire	<u>\$33.82</u>	<u>\$.1566</u>	<u>PE1P2</u>	(N)
(b) 4-Wire	<u>67.64</u>	<u>.3132</u>	<u>PE1P4</u>	(N)
(c) Cat-5 Cable	<u>135.28</u>	<u>9.13</u>	<u>PE1P8</u>	(N)
(d) DS1	<u>155.00</u>	<u>2.65</u>	<u>PE1P1</u>	(N)
(e) DS3	<u>155.00</u>	<u>27.83</u>	<u>PE1P3</u>	(N)
(f) 2-Fiber	<u>200.00</u>	<u>10.25</u>	<u>PE1F2</u>	(N)
(g) 4-Fiber	<u>400.00</u>	<u>20.50</u>	<u>PE1F4</u>	(N)

2. Switched Access (a.k.a. BellSouth SPA), per Cross-Connect

(a) 2-Wire	<u>33.82</u>	<u>.1566</u>	<u>PE1W2</u>	(N)
(b) 4-Wire	<u>67.64</u>	<u>.3132</u>	<u>PE1W4</u>	(N)
(c) DS1	<u>155.00</u>	<u>2.65</u>	<u>PE1W1</u>	(N)
(d) DS3	<u>155.00</u>	<u>27.83</u>	<u>PE1W3</u>	(N)
(e) 2-Fiber	<u>200.00</u>	<u>10.25</u>	<u>PE1WB</u>	(N)
(f) 4-Fiber	<u>400.00</u>	<u>20.50</u>	<u>PE1WF</u>	(N)

E13. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

E13.3 Miscellaneous Services (Cont'd)

E13.3.24 Virtual Access Collocation Cross-Connect Service

A. General Description

1. Virtual Access Collocation Cross-Connects provide a one to one dedicated transmission path between the ordering customer's tariffed service offerings or transport equipment located in the Telephone Company Central Office and the ordering customer's own virtual collocation arrangement or another telecommunication carrier's (collocator's) virtual collocation arrangement in the same Telephone Company Central Office for all of the access services listed below, except the following:
 - a. Exchange Access Frame Relay service (described in E21.1 of this Tariff)
 - b. Exchange Access ATM service (described in E21.3 of this Tariff)
 - c. BellSouth Metro Ethernet service (described in E7.2.18 of this Tariff)

The above list of access services may only be requested between the ordering customer's tariffed service offerings or transport equipment located in the Telephone Company Central Office and the ordering customer's own physical collocation arrangement in the same Telephone Company Central Office.
2. A monthly recurring charge applies for the Virtual Access Collocation Cross Connect element that consists of the cross connect panel, cable racks, bay framework, jumpers and other supporting hardware.
3. The Virtual Access Collocation Cross-Connect element is designated as BellSouth Switched Access (SWA) or Special Access (SPA), depending on the type of service to which it cross connects.
4. Virtual Access Collocation Cross-Connect service is flat rate, non-distance sensitive charges and will be applied on a per cross connect ordered basis.
5. Standards for performance monitoring of services which interconnect to the collocation arrangement will be driven by the particular service type and service specific requirements. The Telephone Company's obligation for monitoring ends at the demarcation point.
6. Virtual Access Collocation Cross-Connects will be ordered on the same Access Service Request (ASR) as the service being cross connected. All ASRs must be complete and accurate before the Company will initiate the provisioning process.
7. The collocator may cross connect at the DS0 level with the following Telephone Company access services:
 - a. Local Channels (described in E7.1.2.A of this Tariff)
 - b. Optional Features and Functions (described in E7.1.2.C of this Tariff)
 - c. Exchange Access Frame Relay service (described in E21.1 of this Tariff)
8. The collocator may cross-connect at the DS1 level with the following Telephone Company access services:
 - a. DS1 Local and Interoffice Channels (described in E7.1.2 of this Tariff)
 - b. DS1 Basic Channelization System (described in E7.1.2 of this Tariff)
 - c. FlexServ (a.k.a. BellSouth SPA Customer Reconfiguration) Port in a Digital Cross-Connect System (described in E7.4.12 of this Tariff)
 - d. Shared Use Analog and Digital High Capacity (a.k.a. BellSouth SPA High Capacity) services (described in E7.4.8 of this Tariff)
 - e. SMARTRing (a.k.a. BellSouth Dedicated Ring) services (described in E7.2.16 of this Tariff)
 - f. BellSouth SWA service (described in E21.1 of this Tariff)
 - g. SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) (described in E7.4.16 of this Tariff)
 - h. Exchange Access Frame Relay service (described in E21.1 of this Tariff)
 - i. Exchange Access ATM service (described in E21.3 of this Tariff)

E13. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

E13.3 Miscellaneous Services (Cont'd)

E13.3.24 Virtual Access Collocation Cross-Connect Service (Cont'd)

A. General Description (Cont'd)

9. The collocator may cross-connect at the DS3 level with the following Telephone Company access services:
 - a. 28 DS1 Channelization System (described in E7.1.2 of this Tariff)
 - b. FlexServ (a.k.a. BellSouth SPA Customer Reconfiguration) Port in a Digital Cross-Connect System (described in E7.4.12 of this Tariff)
 - c. Shared Use Analog and Digital High Capacity (a.k.a. BellSouth SPA High Capacity) services (described in E7.4.8 of this Tariff)
 - d. SMARTRing (a.k.a. BellSouth Dedicated Ring) services (described in E7.2.16 of this Tariff)
 - e. BellSouth SWA service (described in E6.1.3 of this Tariff)
 - f. SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) (described in E7.4.16 of this Tariff)
 - g. Exchange Access Frame Relay service (described in E21.1 of this Tariff)
 - h. Exchange Access ATM service (described in E21.3 of this Tariff)
10. The collocator may cross-connect at the fiber level with the following Telephone Company access services:
 - a. SMARTRing (a.k.a. BellSouth Dedicated Ring) service rate categories (described in E7.1.2.D of this Tariff)
 - b. SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) (described in E7.4.16 of this Tariff)
 - c. Exchange Access Frame Relay service (described in E21.1 of this Tariff)
 - d. Exchange Access ATM service (described in E21.3 of this Tariff)
 - e. BellSouth Metro Ethernet service (described in E7.2.18 of this Tariff)
11. The collocator may cross-connect at the Ethernet Cat-5 Cable level with the following Telephone Company access services:
 - a. BellSouth Metro Ethernet service (described in E7.2.18 of this Tariff)
 - b. SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) service rate categories (described in E7.1.2.D of this Tariff)

ISSUED: April 13, 2005
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

EFFECTIVE: April 29, 2005

E13. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

E13.3 Miscellaneous Services (Cont'd)

E13.3.24 Virtual Access Collocation Cross-Connect Service (Cont'd)

B. Rates and Charges

1. Special Access (a.k.a. BellSouth SPA), per Cross-Connect

	<u>Nonrecurring</u> <u>Charges</u>	<u>Monthly</u> <u>Recurring</u> <u>Charges</u>	<u>USOC</u>	
(a) 2-Wire	<u>\$24.68</u>	<u>\$.309</u>	<u>UEAC2</u>	(N)
(b) 4-Wire	<u>33.67</u>	<u>.619</u>	<u>UEAC4</u>	(N)
(c) Cat-5 Cable	<u>135.28</u>	<u>9.13</u>	<u>CNC8W</u>	(N)
(d) DS1	<u>155.00</u>	<u>7.50</u>	<u>CNC1X</u>	(N)
(e) DS3	<u>151.90</u>	<u>56.25</u>	<u>CND3X</u>	(N)
(f) 2-Fiber	<u>41.94</u>	<u>6.71</u>	<u>CNC2F</u>	(N)
(g) 4-Fiber	<u>64.53</u>	<u>6.71</u>	<u>CNC4F</u>	(N)

2. Switched Access (a.k.a. BellSouth SWA), per Cross-Connect

(a) 2-Wire	<u>24.68</u>	<u>.309</u>	<u>CNDS2</u>	(N)
(b) 4-Wire	<u>33.67</u>	<u>.619</u>	<u>CNDS4</u>	(N)
(c) DS1	<u>155.00</u>	<u>7.50</u>	<u>CNDS1</u>	(N)
(d) DS3	<u>151.90</u>	<u>56.25</u>	<u>CNDS3</u>	(N)
(e) 2-Fiber	<u>41.94</u>	<u>6.71</u>	<u>CNDSB</u>	(N)
(f) 4-Fiber	<u>64.53</u>	<u>6.71</u>	<u>CNDSF</u>	(N)

E20. EXPANDED INTERCONNECTION SERVICE (EIS)⁴

(N) (C)

E20.1 Virtual Expanded Interconnection Service (VEIS) (Cont'd)

E20.1.5 Rate Regulations (Cont'd)

A. VEIS Elements (Cont'd)

3. Cable Support Structure (Cont'd)

The Cable Support Structure monthly recurring charge applies for the use of conduit from the point of interconnection to the cable vault or other central office entrance, and for entrance and riser cable rack space.

4. Cross-Connect

A monthly recurring charge applies for the Cross-Connect elements which consist of the cross-connect panel, cable racks, bay framework and other supporting hardware.

The ~~C~~eross-~~C~~econnect element is designated as Switched Access or Dedicated Access depending on the type of service to which it cross connects.

The Switched Access ~~C~~eross-~~C~~econnect elements are subject to the jurisdictional report requirements as set forth in E2.3.14 ~~of this Tariff~~ preceding.

~~Nonrecurring charges for the Cross-Connect are assessed on a "First" and "Additional" basis. BellSouth Virtual Access Collocation Cross-Connect rates, terms, and conditions are as set forth in E13.3.24 of this Tariff.~~

5. Floor Space

Floor Space consists of two recurring rate elements that apply as follows:

Per Square Foot - The Per Square Foot element applies for the floor space required to provision the VEIS arrangement and includes heat, ventilation, and air conditioning (HVAC), lighting, and AC power.

Per Ampere - The Per Ampere element consists of two separate -48 volts direct current feeds (A&B) with battery back-up and applies per ampere for the equipment maximum power requirement.

6. Security Escort

A Security Escort is provided to a collocator whenever the collocator, or approved agent, desires access to the collocator-provided/Company leased terminal transmission equipment.

Charges for a Security Escort are assessed in half-hour increments as either Basic, Overtime or Premium Time charges. A request resulting in the dispatch of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three (3) hours.

7. Training

When collocator-provided/Company leased equipment (hardware and/or software) is identical to that already in use in the Company location:

No training charges are applicable.

When collocator-provided/Company leased equipment (hardware and/or software) is not identical to that already in use in the Company location:

Charges as set forth in E20.1.6.A.7., following are applicable.

~~Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.~~

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.1 Virtual Expanded Interconnection Service (VEIS) (Cont'd)

E20.1.5 Rate Regulations (Cont'd)

B. Access Service Elements

The access service elements, as set forth in Section E3., Carrier Common Line Access Service; Section E6., Switched Access Service; Section E9., Directory Assistance Access Service; and E18., Operator Service Access Services ordered and/or working in association with DS0/DS1/DS3 Switched Cross-Connect Service will be billed to and paid by the customer of record for the service involved, unless the VEIS customer requests and/or agrees to be responsible for all charges.

For Switched Access Service line or trunk activation charges, see Section E6.8.1 preceding.

BellSouth Virtual Access Collocation Cross-Connect terms, rates, and conditions are as set forth in E13.3.24 of this Tariff.

E20.1.6 Rates and Charges

A. Virtual Expanded Interconnection Service (VEIS)

1. Application Fee

	Monthly Rate	Nonrecurring Charge	USOC
(a) Per Location	\$-	\$2,848.30	EAF
2. Cable Installation Charge			
(a) Per Cable	-	2,750.00	ESPCX
3. Cable Support Structure			
(a) Per Cable	13.35	-	ESPSX
4. Cross Connect (DELETED)			
(1) Switched Access			
	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	<u>USOC</u>
(a) DS3	\$56.25	First \$151.90 Additional \$11.83	CNDS3 (F)
(b) DS1	7.50	155.00 14.00	CNDS1 (F)
(c) DS0	8.60	96.70 9.30	TEFCO
(2) Dedicated Access			
(a) DS0	8.60	96.70 9.30	CNC0X
(b) DS1	7.50	155.00 14.00	CNC1X
(c) DS3	56.25	151.90 11.83	CND3X (N)
(3) Fiber Cross Connects			(N)
(a) 2 fiber	6.71	2,431.00 NA	CNC2F (N)
(b) 4 fiber	6.71	2,431.00 NA	CNC4F (N)
5. Floor Space			
(a) Per Square Foot	Monthly Rate \$3.20	Nonrecurring Charge \$-	USOC ESPVX
(b) Per Ampere	3.48	-	ESPAX

ISSUED: ~~October 30, 2000~~ April 13, 2005

EFFECTIVE: April 29, 2005 November 14, 2000

BY: Joseph P. Lacher, President -FL
Miami, Florida

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) ~~(DELETED)~~

(D)

E20.2.1 General

A. ~~The Company shall provide Physical Expanded Interconnection Service (PEIS) in accordance with, and subject to, the rates, terms and conditions of this Tariff and any additional applicable regulations in other Company Tariffs. The rates, terms and conditions of this Tariff apply only in the case of an application submitted pursuant to this Tariff; and any application submitted pursuant to this Tariff will be controlled solely and entirely by the rates, terms and conditions of this Tariff. The terms and conditions of this Tariff shall not apply to any application submitted pursuant to a contract between the Company and the PEIS collocator. The PEIS collocator shall be solely responsible for identifying in writing on the application form if the application is submitted pursuant to this Tariff. In the event a PEIS collocator does not identify whether the application is submitted pursuant to this Tariff or to a contract, then the Company will consider that such application is not a Bona Fide Application. This Tariff is applicable to Premises owned by the Company. If the Premises occupied by the Company is leased by the Company from a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Tariff.~~ (C)

B. ~~If any due date contained in this Tariff falls on a weekend or holiday, then the due date will be the next business day thereafter.~~ (N)

C. ~~The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.~~ (N)

E20.2.2 Service Description

~~PEIS is a service offering which provides for the installation of collocator owned equipment and facilities within leased floor space in the Company Central Offices for the purpose of connecting to the Company network. PEIS is available as: Cageless, Caged, Shared Caged and Adjacent. The equipment compliment may include any type of equipment that is directly related to and thus necessary, required or indispensable for interconnection or access to unbundled network elements in the provision of telecommunications services. The collocator is solely responsible for the timing, alarming, monitoring, performance, maintenance, provisioning and repair of their equipment. Equipment ownership, maintenance and insurance are the responsibility of the collocator or their approved agent. Equipment and facilities placed as part of a collocation arrangement must be installed by a Company Certified Contractor. The PEIS collocator and their selected Company Certified Contractor must follow and comply with all Company requirements outlined in The Company's TR73503, TR73519 and TR73564.~~ (C)

E20.2.3 Types of Collocation

A. Cageless

1. ~~The Company shall allow the PEIS collocator to collocate the PEIS collocator's equipment and facilities without requiring the construction of a cage or similar structure. The Company shall allow the PEIS collocator to have direct access to its equipment and facilities. The Company shall make cageless collocation available in single bay increments pursuant to the rate regulations, rates and charges contained in this Tariff.~~ (C)

2. ~~Except where the PEIS collocator's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), the Company shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, the PEIS collocator must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Teleordia (BellCore) GR 63 Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to E20.2.7.D. following.~~

B. Cages

1. ~~The Company shall construct cage enclosures in compliance with the PEIS collocator's collocation request. At the PEIS collocator's request, the Company shall permit the PEIS collocator to subcontract the construction of physical collocation arrangements with a contractor certified by the Company ("The Company Certified Contractor"), provided however, that the Company shall not unreasonably withhold approval of contractors.~~ (C)

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (DELETED) (Cont'd)

E20.2.3 Types of Collocation (Cont'd)

B. Cages (Cont'd)

2. When the PEIS collocator subcontracts the construction, the PEIS collocator must arrange with a Company Certified Contractor to construct a collocation arrangement enclosure in accordance with the Company's guidelines and specifications *prior to starting equipment installation* and at the PEIS collocator's sole expense. The Company will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than the Company's standard enclosure *specifications*, the PEIS collocator and the PEIS collocator's Company Certified Contractor must comply with the more stringent local building code requirements. The PEIS collocator's Company Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Company shall cooperate with the PEIS collocator and provide, at the PEIS collocator's expense, the documentation, including architectural drawings, necessary for the PEIS collocator to obtain the zoning, permits and/or other licenses. The Company shall pass on to the PEIS collocator the costs of providing the documentation. The Company Certified Contractor shall bill the PEIS collocator directly for all work performed for the PEIS collocator pursuant to this Tariff and the Company shall have no liability for nor responsibility to pay such charges imposed by the Company Certified Contractor. The PEIS collocator must provide the local Company building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, the Company will not access the PEIS collocator's locked enclosure prior to notifying the PEIS collocator. (C)
3. The Company may elect to review the PEIS collocator's plans and specifications prior to allowing construction to start to ensure compliance with the Company's guidelines and specifications. The Company shall complete its review within fifteen (15) *calendar* days. The PEIS collocator shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If the Company reviews the PEIS collocator's plans and specifications prior to construction, then the Company will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If the Company elects not to review the PEIS collocator's plans and specifications prior to construction, the PEIS collocator will be entitled to request the Company to review; and in the event the PEIS collocator does not request a Company review, the Company shall have the right to inspect the enclosure after construction to make sure it is constructed according to the Company's guidelines and specifications. The Company may require the PEIS collocator to remove or correct *within seven (7) calendar days* at the PEIS collocator's expense any structure that does not meet these plans and specifications or, where applicable, the Company guidelines and specifications. (C)

C. Shared (Subleased) Caged Collocation

1. The PEIS collocator may allow other telecommunications carriers to share the PEIS collocator's caged collocation arrangement pursuant to terms and conditions agreed to by the PEIS collocator ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the Company Premises is located within a leased space and the Company is prohibited by said lease from offering such an option. The PEIS collocator shall notify the Company in writing upon execution of any agreement between the Host and its Guest within ten (10) *calendar* days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by the PEIS collocator that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Tariff. (C)
2. The PEIS collocator shall be the sole interface and responsible Party to the Company for *the assessment and billing* of rates and charges contained within this Tariff and for the purposes of ensuring that the safety and security requirements of this Tariff are fully complied with by the Guest, its employees and agents. *The Company shall prorate the costs based on the number of collocators and the space used by each.* In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in this Tariff, if this application is not the initial application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with the Company for *equipment placement, unbundled network elements and other services, regardless of whether the Host or Guest was the original collocator.* (C)
3. The PEIS collocator shall indemnify and hold harmless the Company from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of the PEIS collocator's Guests in the Collocation Space except to the extent caused by the Company's sole negligence, gross negligence, or willful misconduct.

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) ~~(DELETED)~~ (Cont'd)

~~E20.2.3 Types of Collocation (Cont'd)~~

~~D. Adjacent Collocation~~

- ~~1. The Company will *permit* adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises' property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be designed, constructed or procured by the PEIS collocator and in conformance with the Company's design and construction specifications. Further, the PEIS collocator shall design, construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Tariff.~~ (C)
- ~~2. Should the PEIS collocator elect such option, the PEIS collocator must arrange with a Company Certified *Vendor* to construct an Adjacent Arrangement structure in accordance with the Company's guidelines and specifications. The Company will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than the Company's standard *specifications*, the PEIS collocator and the PEIS collocator's Company Certified *Vendor* must comply with the more stringent local building code requirements. The PEIS collocator's Company Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. The PEIS collocator's Company Certified *Vendor* shall bill the PEIS collocator directly for all work performed for the PEIS collocator pursuant to this Tariff and the Company shall have no liability for nor responsibility to pay such charges imposed by the Company Certified Contractor. The PEIS collocator must provide the local Company building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, the Company shall not access the PEIS collocator's locked enclosure prior to notifying the PEIS collocator.~~ (C)
- ~~3. The Company may elect to review the PEIS collocator's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with the Company's guidelines and specifications. The Company shall complete its review within fifteen (15) *calendar* days. If the Company reviews the PEIS collocator's plans and specifications prior to construction, then the Company will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If the Company elects not to review the PEIS collocator's plans and specifications prior to construction, the PEIS collocator will be entitled to request the Company to review; and in the event the PEIS collocator does not request a Company review, *the* Company shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the Company's guidelines and specifications. The Company may require the PEIS collocator to remove or correct *within seven (7) calendar days* at the PEIS collocator's expense any structure that does not meet these plans and specifications or, where applicable, the Company's guidelines and specifications.~~ (C)
- ~~4. The PEIS collocator shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the Company point of interconnection. At the PEIS collocator's option, and where the local authority having jurisdiction permits, the Company shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. The PEIS collocator's Company Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.~~
- ~~5. The Company shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in B.2. preceding.~~

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (DELETED) (Cont'd)

E20.2.4 Space Notification

- A. Upon submission of an application pursuant to E20.2.7, the Company will permit the PEIS collocator to physically collocate, pursuant to the terms of this Tariff, at any Company Premises, unless the Company has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons. The Company will respond to an application within fifteen (15) calendar days as to whether space is available or not available within a Company Premises. (C)
- B. Reporting
1. Upon request from the PEIS collocator, the Company will provide a written report ("Space Availability Report") specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures the Company is taking to make additional space available for collocation arrangements.
 2. The request from the PEIS collocator for a Space Availability Report must be written and must include the Premises and Common Language Location Identification ("CLLI") code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
 3. The Company will respond to a request for a Space Availability Report for a particular Premises within ten (10) *calendar* days of receipt of such request. The Company will make best efforts to respond in ten (10) *calendar* days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If the Company cannot meet the ten *calendar* day response time, the Company shall notify the PEIS collocator and inform the PEIS collocator of the time frame under which it can respond. (C)
- C. If the Company determines that there is no available space in the requested Premises ("Denial of Application"), the Company will comply with the requirements of Order No. PSC 99-1744 PAA TP and Order No. PSC 00-0941 FOF TP issued by the Florida Public Service Commission. (C)
- D. Upon Denial of Application the Company will file in a timely manner a petition with the Commission pursuant to 47 U.S.C. § 251(e)(6) and Order No. PSC 99-1744 PAA TP.
- E. On a first come, first served basis governed by the date of receipt of an application or Letter of Intent, the Company will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. *Sixty (60) days prior to space becoming available, if known, the Company will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, the Company shall notify the Florida PSC and the telecommunications carriers on the waiting list within two business days that space is available.* The PEIS collocator must submit an updated, complete, and correct application to the Company within 30 *calendar* days or notify the Company in writing that the PEIS collocator wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If the PEIS collocator does not submit such an application or notify the Company in writing as described preceding, the Company will offer such space to the next carrier on the waiting list and remove the PEIS collocator from the waiting list. Upon request, the Company will advise the PEIS collocator as to its position on the list. (C)
- F. The Company will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. The Company shall update such document within ten (10) *calendar* days of the Denial of Application due to Space Exhaust. The Company will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. The Company shall allocate said available space pursuant to E.20.2.4.E preceding. (C)

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (DELETED) (Cont'd)

E20.2.5 Occupancy

- ~~A.~~ The Company shall offer *collocation* to the PEIS collocator on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC") ~~and the Florida Public Service Commission.~~ Subject to E20.2.5 of this Tariff, the Company allows the PEIS collocator to occupy that certain area designated by the Company within a Company Premises, or on the Company property upon which the Company Premises is located, of a size which is specified by the PEIS collocator and agreed to by the Company (hereinafter "Collocation Space"). For purposes of this Tariff, the Company Premises include the Company Central Offices and Serving Wire Centers. ~~The necessary rates, terms and conditions for the Company locations other than the Company Premises shall be negotiated upon request for collocation at such location(s).~~ The size specified by the PEIS collocator may contemplate a request for space sufficient to accommodate the PEIS collocator's growth within an ~~18-month~~ period. (C)
- ~~B.~~ In the event of space exhaust within a Central Office Premises, the Company may include in its documentation for the Petition for Waiver filing any *unutilized* space in the Central Office Premises. The PEIS collocator will be responsible for any justification of *unutilized* space within its space, if such justification is required by the Florida Public Service Commission. (C)
- ~~C.~~ The PEIS collocator shall use the Collocation Space for the purposes of installing, maintaining and operating the PEIS collocator's equipment (to include testing and monitoring equipment) that is directly related to and thus necessary, required or indispensable to interconnect with the Company services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to E20.2.6, the PEIS collocator may at its option, place the PEIS collocator owned fiber entrance facilities to the Collocation Space. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by the Company. (C)
- ~~D.~~ The Company will notify the PEIS collocator in writing that the Collocation Space is ready for occupancy. The PEIS collocator must notify the Company in writing that collocation equipment installation is complete and is operational with the Company's network. The Company may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, the PEIS collocator's telecommunications equipment will be deemed operational when cross connected to the Company's network for the purpose of service provision.
- ~~E.~~ Termination of Occupancy:
1. In addition to any other provisions addressing Termination of Occupancy in this tariff, Termination of Occupancy may occur in the following circumstances:
 - a. The PEIS collocator may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.
 - b. The Company may terminate a PEIS collocator's right to occupy space in the event that the PEIS collocator fails to comply with the provisions of this tariff.
 - c. The Company has the right to terminate a PEIS collocator's right to occupy Collocation Space in the event that the Company is no longer required to provide Physical Collocation.
 2. Upon termination of such occupancy, the PEIS collocator at its expense shall remove its equipment and other property from the Collocation Space. The PEIS collocator shall have thirty (30) *calendar* days from the termination date to complete such removal, including the removal of all equipment and facilities of the PEIS collocator's Guests; provided, however, that the PEIS collocator shall continue payment of monthly charges to the Company until such date as the PEIS collocator has fully vacated the Collocation Space. Should the PEIS collocator or the PEIS collocator's Guest fail to vacate the Collocation Space within thirty (30) *calendar* days from the termination date, the Company shall have the right to remove the equipment and other property of the PEIS collocator or the PEIS collocator's Guest at the PEIS collocator's expense and with no liability for damage or injury to the PEIS collocator or the PEIS collocator's Guest's property unless caused by the gross negligence or intentional misconduct of the Company. Upon termination of a PEIS collocator's right to occupy Collocation Space, the PEIS collocator shall surrender such Collocation Space to the Company in the same condition as when first occupied by the PEIS collocator except for ordinary wear and tear unless otherwise agreed to by the Parties. The PEIS collocator shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), at the termination of occupancy and restoring the grounds to their original condition. (C)

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (DELETED) (Cont'd)

~~E20.2.6 Use of Collocation Space~~

~~A. Equipment Type~~

- ~~1. The Company permits the collocation of any type of equipment that is directly related to and thus necessary, required or indispensable for interconnection to the Company's network or for access to unbundled network elements in the provision of telecommunications services.~~
- ~~2. Such equipment must at a minimum meet the following Telcordia (BellCore) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the Telcordia (BellCore) Special Report SR 3580, Issue 1; equipment design spatial requirements per GR 63 CORE, Section 2; thermal heat dissipation per GR 063 CORE, Section 4, Criteria 77-79; acoustic noise per GR 063 CORE, Section 4, Criterion 128, and National Electric Code standards.~~ (F)
- ~~3. The PEIS collocator shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises~~
- ~~4. The PEIS collocator shall place a plaque or other identification affixed to the PEIS collocator's equipment necessary to identify the PEIS collocator's equipment, including a list of emergency contacts with telephone numbers.~~

~~B. Entrance Facilities~~

- ~~1. The PEIS collocator may elect to place the PEIS collocator owned or the PEIS collocator leased fiber entrance facilities into the Collocation Space. The Company will designate the point of *interconnection* in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. The PEIS collocator will provide and place fiber cable at the point of *interconnection* of sufficient length to be pulled through conduit and into the splice location. The PEIS collocator will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the PEIS collocator's equipment in the Collocation Space. In the event the PEIS collocator utilizes a non-metallic, riser type entrance facility, a splice will not be required. The PEIS collocator must contact the Company for instructions prior to placing the entrance facility cable in the manhole. The PEIS collocator is responsible for maintenance of the entrance facilities. At the PEIS collocator's option the Company will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. *In the case of adjacent collocation, unless the Company determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office termination point.* (C)~~
- ~~2. The Company will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Tariff, the Company shall provide the PEIS collocator with information regarding the Company's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, the Company will make the requested conduit space available for installing a second entrance facility to the PEIS collocator's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of the Company. Where dual entrance is not available due to lack of capacity, the Company will so state in the Application Response.~~
- ~~3. The PEIS collocator may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another PEIS collocator's collocation arrangement within the same Company Premises. The PEIS collocator must arrange with the Company for the Company to splice the utilized entrance facility capacity to the PEIS collocator provided riser cable.~~

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (DELETED) (Cont'd)

E20.2.6 Use of Collocation Space (Cont'd)

C. The Company will designate the point(s) of demarcation between the PEIS collocator's equipment and/or network and the Company's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2 wire and 4 wire connections to the Company's network, the demarcation point shall be a common block on the Company designated conventional distributing frame. The PEIS collocator shall be responsible for providing, and a supplier certified by the Company ("the PEIS collocator's Company Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to E20.2.7.C. For all other terminations the Company shall designate a demarcation point on a per arrangement basis. The PEIS collocator or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to E20.2.6.D, following, and may self-provision cross connects that may be required within the Collocation Space to activate service requests. At the PEIS collocator's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. The PEIS collocator must make arrangements with a Company Certified Supplier for such placement. *If the PEIS collocator requests an alternative point of demarcation, the Company and the PEIS collocator shall negotiate the demarcation point pursuant to Order No. PSC-00-0941-FOF-TP.* (C)

D. The PEIS collocator, or if required by this Tariff, the PEIS collocator's Company Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by the PEIS collocator *which must be performed in compliance with all applicable Company policies and guidelines.* Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. The PEIS collocator and its selected Company Certified Supplier must follow and comply with all Company requirements outlined in the Company's TR 73503, TR 73519, **TR 73572** and TR 73564. (C)

E. (DELETED)

F. Pursuant to E20.2.10, the PEIS collocator shall have access to the Collocation Space twenty four (24) hours a day, seven (7) days a week. The PEIS collocator agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of the PEIS collocator or the PEIS collocator's Guest(s) provided with access keys or cards ("Access Keys") prior to the issuance of said Access Keys. *Key acknowledgement forms must be signed by CLEC-1 and returned to BellSouth Access Management within 15 calendar days of CLEC-1's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current.* Access Keys shall not be duplicated under any circumstances. The PEIS collocator agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of the PEIS collocator employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with the PEIS collocator or upon the termination of this Tariff or the termination of occupancy of an individual collocation arrangement. (C)

G. The PEIS collocator shall notify the Company in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for the Company to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), the PEIS collocator shall pay for all costs associated with the re-keying or deactivating the card. (D)

ISSUED: ~~April 13, 2005~~ October 30, 2000

EFFECTIVE: ~~April 29, 2005~~ November 14, 2000

BY: Joseph P. Lacher, President -FL
Miami, Florida

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) ~~(DELETED)~~ (Cont'd)

E20.2.6 Use of Collocation Space (Cont'd)

- ~~H. Notwithstanding any other provisions of this Tariff, the PEIS collocator shall not use any product or service provided under this Tariff, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by the Company or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of the Company or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If the Company reasonably determines that any equipment or facilities of the PEIS collocator violates the provisions of this paragraph, the Company shall give written notice to the PEIS collocator, which notice shall direct the PEIS collocator to cure the violation within forty eight (48) hours of the PEIS collocator's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if the PEIS collocator fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of the Company's or another entity's service, then and only in that event the Company may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to the PEIS collocator's equipment. The Company will endeavor, but is not required, to provide notice to the PEIS collocator prior to taking such action and shall have no liability to the PEIS collocator for any damages arising from such action, except to the extent that such action by the Company constitutes willful misconduct. For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and PEIS collocator fails to take curative action within 48 hours then the Company will establish before the Florida Public Service Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to PEIS collocator or, if subsequently necessary, the Florida Public Service Commission must be supported with specific and verifiable information. Where the Company demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, PEIS collocator shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.~~ (C)
- ~~I. Facilities and equipment placed by the PEIS collocator in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by the PEIS collocator at any time. Any damage caused to the Collocation Space by the PEIS collocator's employees, agents or representatives during the removal of such property shall be promptly repaired by the PEIS collocator at its expense.~~ (C)
- ~~J. Alterations. In no case shall the PEIS collocator or any person acting on behalf of the PEIS collocator make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the Company Premises without the written consent of the Company, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by the PEIS collocator. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to E20.2.7.A2 following.~~ (N)
- ~~K. The PEIS collocator shall be responsible for the general upkeep of the Collocation Space and the PEIS collocator shall arrange directly with a Company Certified Contractor for janitorial services applicable to Caged Collocation Space. The Company shall provide a list of such contractors on a site specific basis upon request.~~ (C)
- ~~L. From time to time, the Company may require access to the Collocation Space. The Company retains the right to access such space for the purpose of making Company equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). The Company will give notice to the PEIS collocator at least 48 hours before access to the Collocation Space is required. The PEIS collocator may elect to be present whenever the Company performs work in the Collocation Space. The Parties agree that the PEIS collocator will not bear any of the expense associated with this work.~~ (N)

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) ~~(PEIS)~~ (DELETED) (Cont'd)

~~E20.2.7 Ordering and Preparation of Space~~

- ~~A. Application for Space~~ The PEIS collocator shall submit an application document when the PEIS collocator or the PEIS collocator's Guest(s), as defined in E20.2.3.C, desires to request or modify the use of the Collocation Space. An application will be processed in accordance with the terms and conditions of the tariff in effect on the date of receipt of the Bona Fide Application.
1. For the PEIS collocator or the PEIS collocator's Guest(s) initial equipment placement, the PEIS collocator shall submit to the Company a Physical Expanded Interconnection Application Document ("Application"), together with payment of the Application Fee as stated in this Tariff. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in the PEIS collocator's Collocation Space(s) and an estimate of the amount of square footage required.
2. In the event the PEIS collocator or the PEIS collocator's Guest(s) *desires* to modify the use of the Collocation Space ("Augmentation"), the PEIS collocator shall complete an Application document ("**Subsequent Application**") detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in this Tariff. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth following. The Company shall determine what modifications, if any, to the Premises are required to accommodate the change requested by the PEIS collocator in the Application. Such necessary modifications to the Premises may include floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. The fee paid by the PEIS collocator for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by the Company, no Subsequent Application Fee will be required and the pre paid fee shall be refunded to the PEIS collocator. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by the Company) shall be the Subsequent Application Fee as set forth in this Tariff. If the modification requires capital expenditure assessment, a full Application Fee shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in this Tariff, the outstanding balance shall be due by the PEIS collocator within 30 calendar days following the PEIS collocator's receipt of a bill or invoice from the Company. *The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information.*

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 ~~(DELETED)~~Physical Expanded Interconnection Service (PEIS) (Cont'd)

~~E20.2.7 Ordering and Preparation Space (Cont'd)~~

~~B. Application Response~~ Within fifteen (15) calendar days of receipt of a Bona Fide Application, the Company will respond as to whether space is available or not available within a particular Premises. Additionally, when space has been determined to be available, or when a lesser amount of space than that requested is available, then with respect to the space available, the Company will provide a written response ("Application Response") including sufficient information to enable the PEIS collocator to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee and Space Preparation charges as described in this Tariff. Also included will be an Additional Engineering Fee, which recovers costs associated with provisioning the PEIS collocator's request, including, but not limited to, work associated with building cable pairs and tie cable terminations as ordered in the Application. When the PEIS collocator submits ten (10) or more *Bona Fide* Applications within 10 calendar days, the initial fifteen (15) *calendar* day response period will increase by ten (10) *calendar* days for every additional ten (10) *Bona Fide* Applications or fraction thereof.

~~C. Application modifications~~ If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of the PEIS collocator or necessitated by technical considerations, the Company will respond to the Bona Fide Application within fifteen (15) calendar days after the Company receives such revised application or at such other date as the Parties agree. If, at any time, the Company needs to reevaluate the PEIS collocator's Bona Fide Application as a result of changes requested by the PEIS collocator to the PEIS collocator's original application, then the Company will charge the PEIS collocator a rate based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment will require the PEIS collocator to resubmit the application with an Application Fee.

~~D. Bona Fide Firm Order~~ The PEIS collocator shall indicate its intent to proceed with equipment installation in a Company Premises by submitting a Physical Expanded Intereconnection Firm Order document ("Firm Order") to the Company. A Firm Order shall be considered Bona Fide when the PEIS collocator has completed the Application/Inquiry process described in E20.2.7.A, preceding *and* has submitted the Firm Order document indicating acceptance of the Application Response provided by the Company. The Bona Fide Firm Order must be received by the Company no later than thirty (30) *calendar* days after the date of the Company's Application Response to the PEIS collocator's Bona Fide Application or the PEIS collocator forfeits its requested space.

1. The Company will establish a firm order date based upon the date the Company is in receipt of a Bona Fide Firm Order. The Company will acknowledge the receipt of the PEIS collocator's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A Company response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

2. The Company will permit one accompanied site visit to the PEIS collocator's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to the PEIS collocator.

3. Space preparation for the Collocation Space will not begin until the Company receives the Bona Fide Firm Order and all applicable charges.

4. The PEIS collocator must submit to the Company the completed Access Control Request Form for all employees or agents requiring access to the Company Premises a minimum of 30 calendar days prior to the date the PEIS collocator desires access to the Collocation Space.

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 (DELETED) Physical Expanded Interconnection Service (PEIS) (Cont'd)

~~E20.2.7 Ordering and Preparation Space (Cont'd)~~

- ~~E.~~ Construction and Provisioning Interval The Company will use best efforts to complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For Augmentations, the Company will use best efforts to complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If the Company does not believe that construction will be completed within the relevant time frame and the Company and the PEIS collocator cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, the Company may seek an extension from the Florida State Commission. (C)
- ~~F.~~ Joint Planning Joint planning between the Company and the PEIS collocator will commence within a maximum of twenty (20) calendar days from the Company's receipt of a Bona Fide Firm Order. The Parties will agree to the preliminary location of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to the PEIS collocator during joint planning. The Company will complete design work related to work for which the Company is responsible following joint planning. (C)
- ~~1.~~ Permits Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications. (F)
- ~~2.~~ Acceptance Walk Through The PEIS collocator and the Company will complete an acceptance walk through of each Collocation Space requested from the Company by the PEIS collocator. The Company will correct any deviations to the PEIS collocator's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame. (F)
- ~~G.~~ Use of The Company Certified Supplier The PEIS collocator shall select a supplier which has been approved as a Company Certified Supplier to perform all engineering and installation work. The PEIS collocator and their selected Company Certified Supplier must follow and comply with all Company requirements outlined in the Company's TR 73503, TR 73519, TR 73572 and TR 73564. In some cases, the PEIS collocator must select separate Company Certified Suppliers for transmission equipment, switching equipment and power equipment. The Company shall provide the PEIS collocator with a list of the Company Certified Suppliers upon request. The Company Certified Supplier(s) shall be responsible for installing the PEIS collocator's equipment and components, extending power cabling to the Company power distribution frame, performing operational tests after installation is complete, and notifying the Company's equipment engineers and the PEIS collocator upon successful completion of installation, etc. The Company Certified Supplier shall bill the PEIS collocator directly for all work performed for the PEIS collocator pursuant to this Tariff and the Company shall have no liability for nor responsibility to pay such charges imposed by the Company Certified Supplier. The Company shall consider certifying the PEIS collocator or any supplier proposed by the PEIS collocator. (C)
- ~~H.~~ Alarm and Monitoring The Company shall place environmental alarms in the Premises for the protection of the Company equipment and facilities. The PEIS collocator shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service the PEIS collocator's Collocation Space. Upon request, the Company will provide the PEIS collocator with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by the PEIS collocator. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party. (F)
- ~~I.~~ Basic Telephone Service Upon request of the PEIS collocator, the Company will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested. (F)
- ~~J.~~ Space Preparation The Company shall charge a Space Preparation Charge on a recurring basis for costs of any renovation or upgrade to Premises space or support mechanisms which is required to accommodate physical collocation, unless otherwise specified in this tariff. For this section, support mechanisms provided by the Company may include, but not be limited to, HVAC equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. (C)

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 (DELETED)Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.7 Ordering and Preparation of Space (Cont'd)

- K. ~~Virtual to Physical Collocation Transition~~ — In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, the PEIS collocator may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate nonrecurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate Company tariffs. In the event that the Company knows when additional space for physical collocation may become available at the location requested by the PEIS collocator, such information will be provided to the PEIS collocator in the Company's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to the PEIS collocator within 180 calendar days of the Company's written denial of the PEIS collocator's request for physical collocation, (ii) the Company had knowledge that the space was going to become available, and (iii) the PEIS collocator was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then the PEIS collocator may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. The PEIS collocator must arrange with a Company Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation. (F)
- L. ~~Cancellation~~ — If, at anytime prior to space acceptance, the PEIS collocator cancels its order for the Collocation Space(s), the PEIS collocator will reimburse the Company for any expenses incurred up to the date that written notice of the cancellation is received in addition to any costs incurred by the Company as a direct result of canceling the order. In no event will the level of reimbursement under this paragraph exceed the maximum amount the PEIS collocator would have otherwise paid for work undertaken by the Company if no cancellation of the order had occurred. (F)
- M. ~~Licenses~~ — The PEIS collocator, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space. (F)
- N. ~~Environmental Compliance~~. The Parties agree to utilize and adhere to the Environmental and Safety Principles identified in this Tariff. (F)
- O. ~~The Company may conduct an inspection of the PEIS collocator's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between the PEIS collocator's equipment and equipment of the Company. The Company may conduct an inspection if the PEIS collocator adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. The Company shall provide the PEIS collocator with a minimum of forty eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by the Company.~~

Day:	1	15-C	45-C	90-C from Bona Fide Firm Order
Event:	Bona Fide Application Receipt Date	Space Availability Response /Application Response	Bona Fide Firm Order	Space Ready Date

C=Calendar

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (DELETED) (Cont'd)

E20.2.8 Insurance

- ~~A.~~ The PEIS collocator shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in E20.2.8 and underwritten by insurance companies licensed to do business in the State of Florida and having a Best's Insurance Rating of A-.
- ~~B.~~ The PEIS collocator shall maintain the following specific coverage:
- ~~1.~~ Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). The Company shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
 - ~~2.~~ Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
 - ~~3.~~ All Risk Property coverage on a full replacement cost basis insuring all of the PEIS collocator's real and personal property situated on or within the Company's Central Office location(s).
 - ~~4.~~ The PEIS collocator may elect to purchase business interruption and contingent business interruption insurance, having been advised that the Company assumes no liability for loss of profit or revenues should an interruption of service occur.
- ~~C.~~ The limits set forth herein may be increased by the Company from time to time upon thirty (30) days notice to the PEIS collocator to at least such minimum limits as shall then be customary with respect to comparable occupancy of the Company structures.
- ~~D.~~ All policies purchased by the PEIS collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Company. All insurance must be in effect on or before the date equipment is delivered to the Company's Premises and shall remain in effect until such time as the PEIS collocator terminates its occupancy of the collocation space. If the PEIS collocator fails to maintain required coverage, the Company may pay the premiums thereon and seek reimbursement of same from the PEIS collocator.
- ~~E.~~ The PEIS collocator shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) *calendar* days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. The PEIS collocator shall arrange for the Company to receive thirty (30) *calendar* days' advance notice of cancellation from the PEIS collocator's insurance company. The PEIS collocator shall forward a certificate of insurance and notice of cancellation/non-renewal to the Company at the following address: (C)
- ~~BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375~~ (C)
- ~~F.~~ The PEIS collocator must conform to recommendations made by the Company's fire insurance company to the extent the Company has agreed to, or shall hereafter agree to, such recommendations.
- ~~G.~~ Self Insurance If the PEIS collocator's net worth exceeds five hundred million dollars (\$500,000,000), the PEIS collocator may elect to request self insurance status in lieu of obtaining any of the insurance required in E20.2.8.B.1. and E20.2.8.B.3. preceding. The PEIS collocator shall provide audited financial statements to the Company thirty (30) *calendar* days prior to the commencement of any work in the Collocation Space. The Company shall then review such audited financial statements and respond in writing to the PEIS collocator in the event that self insurance status is not granted to the PEIS collocator. If the Company approves the PEIS collocator for self insurance, the PEIS collocator shall annually furnish to the Company, and keep current, evidence of such net worth that is attested to by one of the PEIS collocator's corporate officers. The ability to self insure shall continue so long as the PEIS collocator meets all of the requirements of this Section. If the PEIS collocator subsequently no longer satisfies this Section, the PEIS collocator is required to purchase insurance as indicated by E20.2.8.B.1. and E20.2.8.B.3. preceding. (C)
- ~~H.~~ The net worth requirements set forth in E20.2.8.G. preceding may be increased by the Company from time to time upon thirty (30) *calendar* days notice to the PEIS collocator to at least such minimum limits as shall then be customary with respect to comparable occupancy of the Company structures. (C)

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (DELETED) (Cont'd)

~~E20.2.9 Mechanics Liens~~

~~If any mechanics lien or other liens shall be filed against property of either Party (the Company or the PEIS collocator), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.~~

~~E20.2.10 Security and Safety Requirements~~

- ~~A. The security and safety requirements set forth in this section are as stringent as the security requirements the Company maintains at its own premises either for its own employees or for authorized contractors. Only the Company employees, the Company Certified Contractors and authorized employees, authorized Guests, pursuant to E20.2.3.C., preceding, or authorized agents of the PEIS collocator will be permitted in the Company Premises. The PEIS collocator shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo, and the PEIS collocator name. The Company reserves the right to remove from its premises any employee of the PEIS collocator not possessing identification issued by the PEIS collocator or who have violated any of the Company's policies as outlined in the PEIS Collocator Security Training documents. The PEIS collocator shall hold the Company harmless for any damages resulting from such removal of its personnel from the Company premises. The PEIS collocator shall be solely responsible for ensuring that any Guest of the PEIS collocator is in compliance with all Security and Safety Requirements contained herein in E20.2.10.~~
- ~~B. The PEIS collocator will be required, at its own expense, to conduct a statewide investigation of criminal history records for each PEIS collocator employee being considered for work on the Company Premises, for the states/counties where the PEIS collocator employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. *This requirement will not apply if the PEIS collocator has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the PEIS collocator employee seeking access, for the states/counties where the PEIS collocator employee has worked and lived for the past five years.*~~ (C)
- ~~C. The PEIS collocator will be required to administer to their personnel assigned to the Company Premises security training either provided by Company, or meeting criteria defined by the Company.~~
- ~~D. The PEIS collocator shall not assign to the Company Premises any personnel with records of felony criminal convictions. The PEIS collocator shall not assign to the Company Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising the Company of the nature and gravity of the offense(s). The Company reserves the right to refuse building access to any PEIS collocator personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that the PEIS collocator chooses not to advise the Company of the nature and gravity of any misdemeanor conviction, the PEIS collocator may, in the alternative, certify to the Company that it shall not assign to the Company Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).~~
- ~~1. The PEIS collocator shall not knowingly assign to the Company Premises any individual who was a former employee of the Company and whose employment with the Company was terminated for a criminal offense whether or not the Company sought prosecution of the individual for the criminal offense.~~ (N)
- ~~2. The PEIS collocator shall not knowingly assign to the Company Premises any individual who was a former contractor of the Company and whose access to a Company Premises was revoked due to commission of a criminal offense whether or not the Company sought prosecution of the individual for the criminal offense.~~ (N)
- ~~E. For each PEIS collocator employee requiring access to a Company Premises pursuant to this Tariff, the PEIS collocator shall furnish the Company, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, the PEIS collocator will disclose the nature of the convictions to the Company at that time. In the alternative, the PEIS collocator may certify to the Company that it shall not assign to the Company Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.~~ (C)

ISSUED: ~~April 13, 2005~~ October 30, 2000

EFFECTIVE: ~~November 14, 2000~~ April 29, 2005

BY: Joseph P. Lacher, President -FL
Miami, Florida

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

(N)

E20.2 ~~Physical Expanded Interconnection Service (PEIS) (DELETED) (Cont'd)~~

(N) (D)

~~E20.2.10 Security and Safety Requirements (Cont'd)~~

(N)

~~F. At the Company's request, the PEIS collocator shall promptly remove from the Company's Premises any employee of the PEIS collocator the Company does not wish to grant access to its premises 1) pursuant to any investigation conducted by the Company or 2) prior to the initiation of an investigation in the event that an employee of the PEIS collocator is found interfering with the property or personnel of the Company or another PEIS collocator, provided that an investigation shall promptly be commenced by the Company.~~

(M)

ISSUED: April 13, 2005 October 30, 2000

EFFECTIVE: April 29, 2005 November 14, 2000

BY: Joseph P. Lacher, President -FL
Miami, Florida

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 (DELETED) Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.10 Security and Safety Requirements (Cont'd)

- ~~G.~~ The Company reserves the right to interview the PEIS collocator's employees, agents, or contractors in the event of wrongdoing in or around the Company's property or involving the Company's or another PEIS collocator's property or personnel, provided that the Company shall provide reasonable notice to the PEIS collocator's Security contact of such interview. The PEIS collocator and its contractors shall reasonably cooperate with the Company's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving the PEIS collocator's employees, agents, or contractors. Additionally, the Company reserves the right to bill the PEIS collocator for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that the PEIS collocator's employees, agents, or contractors are responsible for the alleged act. The Company shall bill the PEIS collocator for the Company property which is stolen or damaged where an investigation determines the culpability of the PEIS collocator's employees, agents, or contractors and where the PEIS collocator agrees, in good faith, with the results of such investigation. The PEIS collocator shall notify the Company in writing immediately in the event that the PEIS collocator discovers one of its employees already working on the Company premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the Company Premises, any employee found to have violated the security and safety requirements of this section. The PEIS collocator shall hold the Company harmless for any damages resulting from such removal of its personnel from the Company premises.
- ~~H.~~ Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- ~~I.~~ Except for non toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the Company Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- ~~J.~~ Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

E20.2.11 Environmental and Safety Principles

- ~~A.~~ The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements:
- ~~1.~~ Compliance with Applicable Law The Company and the PEIS collocator agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this tariff.
 - ~~2.~~ Notice The Company and the PEIS collocator shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. The PEIS collocator should contact 1-800-743-6737 for the Company MSDS sheets.
 - ~~3.~~ Practices/Procedures The Company may make available additional environmental control procedures for the PEIS collocator to follow when working at a Company Premises (see E20.2.11.B., following). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of the Company for environmental protection. The PEIS collocator will require its contractors, agents and others accessing the Company Premises to comply with these practices. E20.2.11.B following lists the Environmental categories where the Company practices should be followed by the PEIS collocator when operating on the Company Premises. (C)
 - ~~4.~~ Environmental and Safety Inspections The Company reserves the right to inspect the PEIS collocator space with proper notification. The Company reserves the right to stop any PEIS collocator work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Company Premises. (C)
 - ~~5.~~ Hazardous Materials Brought On Site Any hazardous materials brought into, used, stored or abandoned at the Company Premises by the PEIS collocator are owned by the PEIS collocator. The PEIS collocator will indemnify the Company for claims, lawsuits or damages to persons or property caused by these materials. Without prior written Company approval, no substantial new safety or environmental hazards can be created by the PEIS collocator or different hazardous materials used by the PEIS collocator at the Company Premises. The PEIS collocator must demonstrate adequate emergency response capabilities for its materials used or remaining at the Company Premises. (F)

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 (DELETED) Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.11 Environmental and Safety Principles (Cont'd)

A. (Cont'd)

- 6. ~~Spills and Releases~~ When contamination is discovered at a the Company Premises, the Party discovering the condition must notify the Company. All Spills or Releases of regulated materials will immediately be reported by the PEIS collocator to the Company. (N)
- 7. ~~Coordinated Environmental Plans and Permits~~ The Company and the PEIS collocator will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If charges are associated with filing, the Company and the PEIS collocator will develop a cost sharing procedure. If the Company's permit or EPA identification number must be used, the PEIS collocator must comply with all of the Company's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see B. following) and/or selection of BST disposition vendors and disposal sites. (N)
- 8. ~~Environmental and Safety Indemnification~~ The Company and the PEIS collocator shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Premises. (N)

B. When performing functions that fall under the following Environmental categories on the Company's Premises, the PEIS collocator agrees to comply with the applicable sections of the current issue of the Company's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. The PEIS collocator further agrees to cooperate with the Company to ensure that the PEIS collocator's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of the Company's Environmental M&Ps which apply to the specific Environmental function being performed by the PEIS collocator, its employees, agents and/or subcontractors. The most current version of reference documentation must be requested from the Company (N)

Environmental Categories	Environmental Issues	Addressed by the Following Documentation
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	<input type="checkbox"/> Std T&C 450 <input type="checkbox"/> Fact Sheet Series 17000 <input type="checkbox"/> Std T&C 660 3 <input type="checkbox"/> Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	<input type="checkbox"/> Fact Sheet Series 1700 <input type="checkbox"/> Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on the Company Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	<input type="checkbox"/> Std T&C 450 <input type="checkbox"/> Std T&C 450 B <input type="checkbox"/> (Contact E/S for copy of appropriate E/S M&Ps.) <input type="checkbox"/> Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	<input type="checkbox"/> Std T&C 450 <input type="checkbox"/> Fact Sheet Series 17000 <input type="checkbox"/> Std T&C 660 3 <input type="checkbox"/> Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	<input type="checkbox"/> Std T&C 450 <input type="checkbox"/> 29CFR 1910.147 (OSHA Standard) <input type="checkbox"/> 29CFR 1910 Subpart O (OSHA Standard)

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 (DELETED) Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.11 Environmental and Safety Principles (Cont'd)

B. (Cont'd)

Environmental Categories	Environmental Issues	Addressed by the Following Documentation
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	<input type="checkbox"/> P&SM Manager—Procurement <input type="checkbox"/> Fact Sheet Series 17000 <input type="checkbox"/> GU BTEN 001BT, Chapter 3 <input type="checkbox"/> BSP 010 170 001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	<input type="checkbox"/> Std T&C 450 <input type="checkbox"/> Fact Sheet 14050 <input type="checkbox"/> BSP 620 145 011PR Issue A, August 1996 <input type="checkbox"/> Std T&C 660 3 <input type="checkbox"/> Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<input type="checkbox"/> GU BTEN 001BT, Chapter 3

1. DEFINITIONS

Generator

Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical

As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste

As defined in section 1004 of RCRA

Imminent Danger

Any conditions or practices at a Premises which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release

As defined in Section 101 of CERCLA

2. ACRONYMS

E/S — Environmental/Safety

EVET — Environmental Vendor Evaluation Team

DEC/LDEC — Department Environmental Coordinator/Local Department Environmental Coordinator

GU BTEN 001BT — BellSouth Environmental Methods and Procedures

NESC — National Electrical Safety Codes

P&SM — Property & Services Management

Std. T&C — Standard Terms & Conditions

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 (DELETED) Physical Expanded Interconnection Service (PEIS) (Cont'd)

~~E20.2.12 Destruction of Collocation Space~~

~~In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for the PEIS collocator's permitted use hereunder, then either Party may elect within ten (10) *calendar* days after such damage, to terminate its occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for the PEIS collocator's permitted use, or is damaged and the option to terminate is not exercised by either Party, the Company covenants and agrees to proceed promptly without expense to the PEIS collocator, except for improvements not the property of the Company, to repair the damage. The Company shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of the Company, which causes shall not be construed as limiting factors, but as exemplary only. The PEIS collocator may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a Company Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a Company Certified Vendor. If the PEIS collocator's acceleration of the project increases the cost of the project, then those additional charges will be incurred by the PEIS collocator. Where allowed and where practical, the PEIS collocator may erect a temporary facility while the Company rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, the PEIS collocator shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for the PEIS collocator's permitted use, until such Collocation Space is fully repaired and restored and the PEIS collocator's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where the PEIS collocator has placed an Adjacent Arrangement pursuant to E20.2.3.D, the PEIS collocator shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, the Company will restore the associated services to the Adjacent Arrangement.~~

~~E20.2.13 Eminent Domain~~

~~If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then the PEIS collocator's occupancy shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by the Company of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, *the* Company and the PEIS collocator shall each have the right to terminate occupancy with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) *calendar* days after such taking.~~

~~E20.2.14 Notices~~

- ~~A. Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Tariff shall be given or made by the PEIS collocator in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the PEIS collocator's Company Account Team.~~
- ~~B. The PEIS collocator shall provide to the PEIS collocator's Company Account Team a contact name and address for notices or demands pursuant to this section. Any notices or demands that are required by law or under the terms of this tariff by the Company to the PEIS collocator shall be given or made by the Company in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the name and address which the PEIS collocator has provided to their Company Account Team or, if not available, the name and address on the most recent Bona Fide Application.~~
- ~~C. Such notices by either Party shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.~~

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 Physical Expanded Interconnection Service (PEIS) (DELETED) (Cont'd)

~~E20.2.15 Indemnification/Limitation of Liability~~

~~A. The PEIS collocator shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of the PEIS collocator, its agents or employees pursuant to, or in furtherance of, rights granted under this Tariff. The PEIS collocator shall indemnify and hold the Company harmless from and against any judgments, charges, costs or other expenses resulting or claimed to result from such activities by the PEIS collocator, its agents or employees~~

~~B. The Company shall not be liable to the PEIS collocator for any interruption of the PEIS collocator's service or for interference with the operation of the PEIS collocator's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including the Company's negligence, out of the use of the Collocation Space(s) and the PEIS collocator shall indemnify, defend and hold the Company harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages, except to the extent caused by the sole negligence, gross negligence or willful misconduct of the Company. PEIS collocator agrees not to assert any claim for interruption, interference, or for any special, indirect, incidental or consequential damages against the Company.~~

~~E20.2.16 Publicity~~

~~The PEIS collocator shall submit to the Company all advertising, sales promotion, press releases, and other publicity matters relating to this Tariff or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of the Company Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of the Company Corporation and/or any of its affiliated companies, and the PEIS collocator further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the Company's prior written consent.~~

~~E20.2.17 Force Majeure~~

~~Neither party shall be in default by reason of any failure in performance of this Tariff, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.~~

~~E20.2.18 Year 2000 Compliance~~

~~Each Party warrants that it has implemented a program the goal of which is to ensure that all collocated equipment, software, hardware and related materials (collectively called "Systems") delivered, connected with the Company or supplied in the furtherance of the terms and conditions specified in this Tariff: 1) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and 2) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.~~

~~E20.2.19 Assignment~~

~~The PEIS collocator acknowledges that this Tariff does not convey any right, title or interest in the Premises to the PEIS collocator. The PEIS collocator's rights or obligations are not assignable without the prior written consent of the Company, and any attempt to assign any of the rights, duties or obligations under this Tariff without such consent is void. Notwithstanding the foregoing, the PEIS collocator may assign any rights, duties or obligations under this Tariff to a parent, subsidiary or affiliate without the consent of the Company. The Company may assign its rights, duties or obligations under this Tariff without the prior consent of the PEIS collocator.~~

~~E20.2.20 No Implied Waiver~~

~~No consent or waiver by the Company to or of any breach of any covenant, term, condition, provision or duty of the PEIS collocator under this Tariff shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the Company.~~

ISSUED: April 13, 2005 October 30, 2000

EFFECTIVE: April 29, 2005 November 14, 2000

BY: Joseph P. Lacher, President -FL
Miami, Florida

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 (DELETED) Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.21 Rate Regulations

A. Description of Rate Elements

1. ~~Application Fee~~—The Company requires the submission of an Application Fee. In conjunction with the submission of a Collocation Application, the Application Fee reimburses the Company for costs to determine the modifications to the Premises required to accommodate the change requested by the PEIS collocator. The Application is for the initial request for Collocation Space in a specific Premises.
2. ~~Cable Installation Charges~~—The PEIS collocator shall remit payment of a Cable Installation Charge coincident with submission of a Bona Fide Firm Order. The Cable Installation Charges, assessed per entrance cable placed, shall be included in the Application Response. (C)
3. ~~Subsequent Application Fee~~—The Company requires the submission of a Subsequent Application Fee for modifications to an existing arrangement pursuant to E20.2.7.A.2.
4. ~~Space Preparation Charges~~—*Space preparation charges include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. The recurring charges for Space Preparation apply beginning on the date on which the Company releases the Collocation Space for occupancy or on the date the PEIS collocator first occupies the Collocation Space, whichever occurs first. The charges recover the costs associated with preparing the Collocation Space, which includes the survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. Additional engineering charges may apply as described in Section E20.2.21.* In the event the PEIS collocator opts for cageless space, the Space Preparation Charges will be assessed based on the total floor space dedicated to the PEIS collocator as described in E20.2.21.5.Space Enclosure Charge—The Space Enclosure Charge is a monthly recurring charge, assessed per enclosure, per location with a one hundred (100) square foot minimum enclosure charge. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Should a PEIS collocator request the Company to construct a space enclosure in a Premises located in a municipality that requires fire-rated enclosures, the Company will construct a fire rated space enclosure on a Special Construction basis as specified in Section E5 of the Tariff. The PEIS collocator may, at its option, arrange with a Company Certified Contractor to construct the space enclosure in accordance with the Company's guidelines and specifications. In this event, the Company Certified Contractor shall directly bill the PEIS collocator for the space enclosure, and this charge shall not be applicable. (C)
6. ~~Floor Space Charge~~—The Floor Space Charge *includes reasonable charges for lighting, HVAC and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by the Company.* When the Collocation Space is enclosed, the PEIS collocator shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, the PEIS collocator shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. The Company will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event the PEIS collocator's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, the PEIS collocator shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which the Company releases the Collocation Space for occupancy or on the date the PEIS collocator first occupies the Collocation Space, whichever occurs first. (C)
7. ~~Cable Support Structure~~—Charges for Cable Support Structure are based on per entrance cable.

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 (DELETED) Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.21 Rate Regulations (Cont'd)

A. Description of Rate Elements (Cont'd)

8. ~~Power~~ The Company shall make available 48 Volt (48V) DC power for the PEIS collocator's Collocation Space at a Company Power Board or the Company ~~Battery~~ Distribution Fuse Bay ("BDFB") at the PEIS collocator's option within the Premises. (C)

a. ~~Recurring charges for 48V DC power will be assessed per ampere per month based upon the Company Certified Vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to the PEIS collocator's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by the PEIS collocator's Company Certified Vendor. When obtaining power from a Company power board, power cables (A&B) must be engineered (sized), and installed by the PEIS collocator's Company Certified power Vendor. The PEIS collocator is responsible for contracting with a Company Certified Vendor for power distribution feeder cable runs from a Company BDFB or power board to the PEIS collocator's equipment. Determination of the Company BDFB or Company power board as the power source will be made at the Company's sole, but reasonable, discretion. The Company Certified Vendor contracted by the PEIS collocator must provide the Company a copy of the engineering power specifications prior to the day on which the PEIS collocator's equipment becomes operational ("Commencement Date"). The Company will provide the common power feeder cable support structure between the Company BDFB or power board and the PEIS collocator's arrangement area. The PEIS collocator shall contract with a Company Certified Vendor who will be responsible for the following: dedicated power cable support structure within the PEIS collocator's arrangement; power cable feeds; terminations of cable. Any terminations at a Company power board must be performed by a Company Certified power Vendor. The PEIS collocator shall comply with all applicable National Electric Code (NEC), BellSouth TR 73503, Telecordia (BellCore) and ANSI Standards regarding power cabling.~~ (C)

b. ~~If the Company has not previously invested in power plant capacity for collocation at a specific site, the PEIS collocator has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a Company Certified Vendor who shall comply with the Company's guidelines and specifications. Where the addition of the PEIS collocator's dedicated power plant results in construction of a new power plant room, upon termination of the PEIS collocator's right to occupy collocation space at such site, the PEIS collocator shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.~~ (C)

~~If the PEIS collocator does elect to install its own DC Power Plant, the Company shall provide AC power to feed the PEIS collocator's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a Company service panel, protection devices and power cables must be engineered (sized), and installed by the PEIS collocator's Company Certified Vendor except that the Company shall engineer and install protection devices and power cables for Adjacent Collocation. The PEIS collocator's Company Certified Vendor must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in this Tariff. AC power voltage and phase ratings shall be determined on a per location basis. At the PEIS collocator's option, the PEIS collocator may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.~~ (C)

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 (DELETED) Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.21 Rate Regulations (Cont'd)

A. Description of Rate Elements (Cont'd)

9. ~~Cross Connects~~—The charges for cross connects are on a per cross connect basis.
10. ~~DELETED~~ (D)
11. ~~Security Access Charges~~—Security Access Charges are charged as applicable.
12. ~~Space Availability Report~~—The PEIS collocator will be charged for a Space Availability Report per Premises requested.
13. ~~Additional Engineering Fee~~—The Company's additional engineering and other labor costs associated with handling the PEIS collocator's initial Application, requested modifications to requests in progress, or augmentations to existing arrangements shall be recovered as Additional Engineering charges under provisions in E13.1 and E13.2 preceeding. Should Additional Engineering rates not be included, the PEIS collocator agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted. (C)
14. ~~Security Escort~~—A security escort will be required whenever the PEIS collocator or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to E20.2.7.D.2 prior to completing the Company's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed according to the schedule in this Tariff. (C)
15. ~~Other~~
- a. ~~Rates for a specific service or function not contained in this Tariff will be negotiated by the Parties upon request by either Party.~~
- b. ~~As noted throughout this Tariff, there are references to costs which the Company shall pass on to the PEIS collocator for various services provided by third Parties and/or the Company based upon the PEIS collocator's requests (e.g. E20.2.3.B.2., E20.2.6.B.3., E20.2.6.I., E20.2.7.K.).~~

B. Minimum Requirements

The PEIS collocator is required to pay a minimum of six (6) months of Space Preparation Charges and six (6) months of Floor Space Charges should the PEIS collocator terminate its rights of occupancy prior to six months of occupancy.

E20.2.22 Rates and Charges

A. Physical Expanded Interconnection Service (PEIS)

1. Application Fee

	Monthly Rate	Nonrecurring Charge	USOC
(a) Per Request	\$-	\$3,791.00	PE1BA
2. Subsequent Application Fee			
(a) Per Request [†]	NA	3,160.00	PE1CA
3. Space Preparation [†]			
(a) Firm Order Processing, per Firm Order	NA	1,211.00	PE1SJ (C)
(b) Central Office Modifications, Per sq. ft.	2.58	-	PE1SK (C)
(c) Common Systems Modifications Cageless, Per sq. ft.	2.96	-	PE1SL (C)
(d) Common Systems Modifications Caged, Per cage	100.66	-	PE1SM (C)
4. Space Enclosure [†]			
(a) Welded Wire Cage, Per First 100 sq. ft.	205.93	NA	PE1BW
(b) Welded Wire Cage, Per Additional 50 sq. ft.	20.20	NA	PE1CW

Note 1: See E20.2.21.A.

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 (DELETED) Physical Expanded Interconnection Service (PEIS) (Cont'd)

E20.2.22 Rates and Charges (Cont'd)

A. Physical Expanded Interconnection Service (PEIS)

5. Floor Space

(a) Per sq. ft.

Monthly Rate	Nonrecurring Charge	USOC
6.57	NA	PE1PJ

6. Cable Installation

(a) Per Cable

-	1,826.00	PE1BD
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7. Cable Support Structure

(a) Per Entrance Cable

21.66	NA	PE1PM
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8. Power

(a) Power, Per fused amp

8.86	NA	PE1PL
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(b) 120V AC Single Phase Standby, Per breaker amp

5.62	-	PE1FB (C)
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(c) 240V AC Single Phase Standby, Per breaker amp

11.26	-	PE1FD (C)
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(d) 120V AC Three Phase Standby, Per breaker amp

16.88	-	PE1FE (C)
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(e) 277V AC Three Phase Standby, Per breaker amp

38.98	-	PE1FG (C)
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9. Cross Connect

(a) 2 wire, Per cross connect

Monthly Rate	Nonrecurring Charge		USOC
	First	Additional	
\$0.074	\$34.53	\$32.51	PE1P2(C)

(b) 4 wire, Per cross connect

0.148	34.54	32.53	PE1P4(C)
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(c) DS1, Per cross connect

1.29	54.15	40.94	PE1P1(C)
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(d) DS3, Per cross connect

17.48	53.28	39.65	PE1P3(C)
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(e) 2 Fiber, Per cross connect

2.96	53.28	39.66	PE1F2(C)
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(f) 4 Fiber, Per cross connect

5.66	66.08	52.47	PE1F4(C)
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10. (DELETED)

11. Security Access System

(a) Security System, Per central office premises, *per square foot*

0.0113	-	PE1AX (C)
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(b) New Access Card, Per card

.06	56.03	PE1AI (C)
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(c) Access Card Administrative Change, Existing card, per card

-	15.71	PE1AA
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(d) Access Card, Replace lost or stolen card, per card

-	45.93	PE1AR
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12. Space Availability Report

(a) Per Premises requested

-	2,168.00	PE1SR
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Note 1: See E20.2.21.A.

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.2 (DELETED) Physical Expanded Interconnection Service (PEIS) (Cont'd)

(D)

E20.2.22 Rates and Charges (Cont'd)

A. Physical Expanded Interconnection Service (PEIS) (Cont'd)

13. Additional Engineering Fee[†]

14. Security Escort

	Each One-Quarter Hour Or Fraction Thereof	USOC
(a) Basic Time	\$10.89	PE1BQ
(b) Overtime	13.64	PE1OQ
(c) Premium Time	16.40	PE1PQ

B. Physical Expanded Interconnection Service (PEIS) Adjacent Collocation

1. Application Fee

	Monthly Rate	Nonrecurring Charge	USOC
(a) Per Request	\$-	\$2,677.00	PE1JA (C)

2. Space

(a) Per sq. ft.	0.182	-	PE1JB (C)
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3. Electrical Facility

(a) Per linear ft.	6.07	-	PE1JC (C)
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4. Cross Connect

	Monthly Rate	Nonrecurring Charge		USOC
		First	Additional	
(a) 2 wire, Per cross connect	\$0.074	\$34.53	\$32.51	PE1P2 (C)
(b) 4 wire, Per cross connect	0.148	34.54	32.53	PE1P4 (C)
(c) DS1, Per cross connect	1.29	54.15	40.94	PE1P1 (C)
(d) DS3, Per cross connect	17.48	53.28	39.65	PE1P3 (C)
(e) 2 Fiber, Per cross connect	2.96	53.28	39.66	PE1F2 (C)
(f) 4 Fiber, Per cross connect	5.66	66.08	52.47	PE1F4 (C)

5. Power

	Monthly Rate	Nonrecurring Charge	USOC
(a) 120V AC Single Phase Standby, Per breaker amp	\$5.62	\$-	PE1FB (C)
(b) 240V AC Single Phase Standby, Per breaker amp	11.26	-	PE1FD (C)
(c) 120V AC Three Phase Standby, Per breaker amp	16.88	-	PE1FE (C)
(d) 277V AC Three Phase Standby, Per breaker amp	38.98	-	PE1FG (C)

6. Cable Installation

(a) Per Cable	-	1,826.00	PE1BD (C)
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7. Cable Support Structure

(a) Per Entrance Cable	21.66	NA	PE1PM (C)
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Note 1: See applicable rates in E13.1 of this Tariff.

E6. BELLSOUTH SWA SERVICE

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BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA
ISSUED: ~~April 13, 2005~~ February 14, 1997
BY: Joseph P. Lacher, President -FL
Miami, Florida

ACCESS SERVICES TARIFF

~~Second~~ First Revised Page 22
Cancels ~~Original~~ First Revised Page 22
EFFECTIVE: ~~April 29, 2005~~ March 1, 1997

SUBJECT INDEX

v.

SUBJECT

SECTION

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E6. BELLSOUTH SWA SERVICE

E6.1 General (Cont'd)

E6.1.6 Acceptance Testing

- A. When analog or a combination of analog and digital services are provided at voice grade frequency, the Company will, at the IC's request, cooperatively test to the point of termination at no additional charge, the following parameters at the time of installation: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling. When the BellSouth SWA Transport is provided with Interface Groups 2, 6 or 9 and the BellSouth SWA Transport Termination is two-wire (i.e., there is a four-wire to two-wire conversion in BellSouth SWA Transport), balance parameters (equal level echo path loss) may also be tested.
- B. When the service is provided totally via digital facilities (i.e., digital switch and digital transport), the Company will, at the IC's request, cooperatively test at the time of installation the following at no additional charge: operational signaling for each circuit provided and loss for one circuit per di-group provided.
- C. When BellSouth SWA FGD or BellSouth SWA TSBSA 3 with the BellSouth SWA CCSAC option is ordered, network compatibility and other operational tests will be performed cooperatively by the Company and the IC. These tests are as specified in the BellSouth Guidelines to Technical Publication TR-TSV-000905.
- D. For BellSouth SWA FGD or BellSouth SWA TSBSA 3 trunks equipped with the 64 Clear Channel Capability (64 CCC) option, tests will be performed to verify the integrity of the 64 Kbps service. 64 Kbps service testing, for ICs with 108 test line capability, will be made to the ICs 108 test line. For ICs without 108 test line capability, tests will be made to the demarcation point at the POP (Point of Presence). One trunk per DS1 facility will be tested.

E6.1.7 Ordering Options and Conditions

The Access Order, as set forth in Section E5. *of this Tariff*, is used in the provisioning of BellSouth SWA service. Also included in that section are other charges which may be associated with ordering BellSouth SWA service (e.g., Service Date Change Charges, Cancellation Charges, etc.). (T)

For purposes of this Section, services requested on multiple Access Service Requests (ASRs) placed with the Company on a given day, for multiple lines to the same end office or multiple trunks on a common trunk group with the same premises interface code, will be treated as one request when the ASRs are related together by the IC.

E6.1.8 BellSouth Access Collocation Cross-Connect Service

- A. Terms, conditions, and rates for the following BellSouth Access Collocation Cross-Connect Services are as set forth in Section E13. of this Tariff. (N)
 - Physical Access Collocation Cross-Connect Service (N)
 - Virtual Access Collocation Cross-Connect Service (N)

E6.2 Provision and Description of BellSouth SWA Service Arrangements

BellSouth SWA service is provided in four different BellSouth SWA FG arrangements, two BellSouth SWA Basic Serving Arrangements, BellSouth 500 service, BellSouth SWA Toll Free Dialing Ten Digit Screening service, BellSouth SWA 900 service and BellSouth IPTG Terminating service. The provision of each of these service categories requires the applicable switched BellSouth SWA Transport component and the appropriate Local Switching functions (excluding BellSouth IPTG Terminating service). There are also various BellSouth SWA Transport components and Local Switching optional features available with the BellSouth SWA FGs and BellSouth SWA Basic Serving Arrangements. There are also various common switching BSEs available with the BellSouth SWA Basic Serving Arrangements. The BellSouth SWA Transport, Common Switching and Transport Termination optional features as well as common switching BSEs are available at all Company end office switches, unless stated otherwise. In addition, BellSouth SWA WATS Service may be provided, at the option of the IC, with BellSouth SWA FGC, BellSouth SWA FGD, and BellSouth SWA TSBSA 2 and BellSouth SWA TSBSA 3. BellSouth SWA WATS Service optional features are available in end offices designated as BellSouth SWA WATS Service serving offices.

There are three specific transmission specifications (i.e., Types A, B and C) that have been identified for the provision of these service categories. The specifications provided are dependent on the Interface Group ordered. The parameters for the transmission specifications are set forth in E6.4.1 following.

BellSouth SWA FGs and BellSouth SWA Basic Serving Arrangements are arranged for either originating, terminating or two-way calling, based on the IC end office switching capacity ordered. Originating calling permits the delivery of calls from telephone exchange service locations to the IC's terminal location. Terminating calling permits the delivery of calls from the IC's terminal location to telephone exchange service locations. Two-way calling permits the delivery of calls in both directions, but not simultaneously. The Company will determine the type of calling to be provided unless the IC requests that a different type of directional calling is to be provided. In such cases, the Company will work cooperatively with the IC to determine the directionality.

E6. BELLSOUTH SWA SERVICE

E6.7 Rate Regulations (Cont'd)

E6.7.6 Change of Service Category¹(Cont'd)

- A. Changes from one type of Service Category to another will be treated as a discontinuance of one type of service and a start of another. Nonrecurring charges will apply, with two exceptions. (Cont'd)
 2. (Cont'd)
 - c. When the effective dates for the disconnect and start of service are the same, minimum period obligations will not change (i.e., the time elapsed in the existing minimum period obligations will be credited to the minimum period obligations for BellSouth SWA FGD). When the effective dates for the disconnect and start of service are different, new minimum period obligations will be established for the BellSouth SWA FGD service. When a IC converts an existing feature group to its BellSouth SWA Basic Serving Arrangement equivalent, minimum period obligations will not change. For all other changes from one type of service category to another, new minimum period obligations will also be established.

E6.7.7 Moves

- A. A move involves a change in the physical location of one of the following:
 1. The point of termination at the IC terminal location
 2. The IC terminal location
- B. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.
 1. Moves Within the Same Building (Inside Moves)

When the move is to a new location within the same building, service rearrangement charges as set forth in E6.7.1 *preceding* will apply. ***Access Collocation Cross-Connect nonrecurring and monthly recurring charges, contained in Section E13. of this Tariff, will also apply.*** There will be no change in the minimum period requirements. (C)
 2. Moves to a Different Building
Moves to a different building (IC premises) in a wire center serving area different than the IC's existing serving wire center serving area will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. Service will not be available simultaneously at both the original and new IC locations. ***Access Collocation Cross-Connect nonrecurring and monthly recurring charges, contained in Section E13. of this Tariff, will also apply.*** New minimum period requirements may be established for the rearranged services in accordance with the regulations for the service. The IC will also remain responsible for satisfying all outstanding minimum period charges for the original service locations. (C)

Note 1: References to BellSouth SWA FGs include the corresponding BellSouth SWA Basic Serving Arrangement reference. For example, reference of an upgrade from BellSouth SWA FGA to BellSouth SWA FGD, would include the corresponding BellSouth SWA Basic Serving Arrangement upgrade from BellSouth SWA LSBSA to BellSouth SWA TSBSA 3.

E6. BELLSOUTH SWA SERVICE

E6.7 Rate Regulations (Cont'd)

E6.7.26 Channels For Use With BellSouth Managed Shared Ring Service

- A. Rates and charges as specified in E6.8.1 following apply on a per Off-Net BellSouth Managed Shared Ring service DS1 or DS3 basis, as applicable. The minimum service period for each Off-Net DS1 or DS3 BellSouth Managed Shared Ring service channel is four months. The rates and charges for Common Transport are in addition to the Off-Net BellSouth Managed Shared Ring service channel rates and charges.
- B. BellSouth Managed Shared Ring service is available in the BellSouth Telecommunications, Inc. Tariff F.C.C. No.1 under commitment plans as follows: Month-to-Month, Plan A (36 Months), or Plan B (60 Months). Month-to-Month rates are only available upon completion of a Plan A or Plan B commitment plan. Upon the completion of a Plan A or Plan B commitment period, the customer must establish a new commitment plan or billing will be changed to month-to-month. The rates in this Tariff for channels for use with BellSouth Managed Shared Ring service will be based on time period for the commitment plan established for the service in the BellSouth Telecommunications, Inc. Tariff F.C.C. No. 1.
- C. The rates for channels for use with BellSouth Managed Shared Ring service commitment plans are stabilized for the length of the plan selected for the service arrangement in the interstate tariff and are exempt from Telephone Company initiated increases, however, decreases will automatically flow through to the customer.
- D. Access Collocation Cross-Connects provide a means for customers to interconnect their Channels for use with BellSouth Managed Shared Ring service to Central Office Collocation arrangements within the same Central Office. Terms, conditions, and rates for Physical Access Collocation Cross-Connects and Virtual Access Collocation Cross-Connects are set forth in Section E13. of this Tariff. (N)

E6.7.27 Channels For Use With BellSouth SWA Managed Shared Network Service

- A. Rates and charges as specified in E6.8.1 following apply on a per DS3 Local Channel, DS1 or DS0 Interface and DS1 or DS0 Interoffice Channel basis, as applicable. The minimum service period for each BellSouth SWA Managed Shared Network Service rate element is four months. The rates and charges for Local Switching and Common Line are in addition to the BellSouth SWA Managed Shared Network Service rates and charges.
- B. BellSouth SWA Managed Shared Network Service is available in the BellSouth Telecommunications, Inc. Tariff F.C.C. No.1 under commitment plans as follows: Month-to-Month, Plan A (12 Months), or Plan B (60 Months). Month-to-Month rates are only available upon completion of a Plan A or Plan B commitment plan. Upon the completion of a Plan A or Plan B commitment period, the customer must establish a new commitment plan or billing will be changed to month-to-month. The rates in this Tariff for channels for use with BellSouth Managed Shared Ring service will be based on time period for the commitment plan established for the service in the BellSouth Telecommunications, Inc. Tariff F.C.C. No. 1.
- C. The rates for channels for use with BellSouth SWA Managed Shared Network Service commitment plans are stabilized for the length of the plan selected for the service arrangement in the interstate tariff and are exempt from Telephone Company initiated increases, however, decreases will automatically flow through to the customer.

E7. DEDICATED ACCESS SERVICES

E7.1 General (Cont'd)

E7.1.2 Rate Categories (Cont'd)

- G.** Channels For Use With SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) (T)
1. SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) provides a flat rate transport link between a customer designated premises where the network is accessed and a serving wire center of another customer designated premises in the same SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) area. There are two service components - an Off-Net component and an On-Net component for DS1 and DS3 service. (T)
 2. An Off-Net DS1 or an Off-Net DS3 is one that originates at a customer location as DS1 (a.k.a. BellSouth SPA DS1) or DS3 (a.k.a. BellSouth SPA DS3) high capacity traffic (where that customer location is not a collection point for SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) facilities) and is aggregated into SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) at a serving wire center in the SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) area. Standard tariff rates and charges for the DS1 (a.k.a. BellSouth SPA DS1) or DS3 (a.k.a. BellSouth SPA DS3) service apply for (1) the local channel from the Off-Net customer location to that premises' normal serving wire center and (2) an interoffice channel, if applicable, from the normal serving wire center to the connection point with SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network). The connection point with SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) is the wire center in the SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) area nearest Off-Net location's normal serving wire center. (T)
 3. An On-Net DS1 or an On-Net DS3 is one that originates at a collection location that is served by SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) facilities and is transported over SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) facilities to the aggregation location. (T)
- H.** Access Collocation Cross-Connects (N)
- Access Collocation Cross-Connects provide a means for customers to interconnect their Shared Use and Digital High Capacity (a.k.a. BellSouth SPA High Capacity) to Central Office Collocation arrangements within the same Central Office. Terms, conditions, and rates for Physical Access Collocation Cross-Connects and Virtual Access Collocation Cross-Connects are set forth in Section E13. of this Tariff. (N)

E7. DEDICATED ACCESS SERVICES

E7.1 General (Cont'd)

E7.1.7 Acceptance Testing (Cont'd)

- B. For digital services (i.e., Digital Data (a.k.a. BellSouth SPA DS0 Digital Data), and High Capacity (a.k.a. BellSouth SPA High Capacity), acceptance tests will include tests for the parameters applicable to the service as specified in the order for service. (Cont'd)

In addition to the preceding tests, Additional Cooperative Acceptance Testing for Voice Grade (a.k.a. BellSouth SPA DS0 VG) service to test other parameters, as described in E13.3.5.B., is available at the customer's request. All test results will be made available to the customer upon request.

- C. If acceptance tests are not started within 30 minutes after the scheduled appointment time for such tests, as negotiated between the Company and the IC, additional charges may apply to the IC, as set forth in Section E13.

E7.1.8 Ordering Options and Conditions

The options and conditions for access orders are set forth in detail in Section E5. Also included in that section are other charges which may be associated with ordering Dedicated Access Services (e.g., Service Date Change Charges, Cancellation Charges, etc.).

E7.1.9 Jurisdictional Report Requirements

An IC or End User must order Dedicated Access Services for either interstate or intrastate use. Dedicated Access Services connecting to an interstate facility, either directly or through a customer provided switch, must be ordered as interstate Special Access (a.k.a. BellSouth SPA) service in accordance with the applicable rules and regulations of the BellSouth Telecommunications, Inc. Tariff F.C.C. No. 1.

E7.2 Service Description

For the purpose of ordering, there are *six* categories of Dedicated Access Services. These are:

1. Telegraph Grade (a.k.a. BellSouth SPA Telegraph) (TG) (T)
2. Voice Grade (a.k.a. BellSouth SPA DS0 VG) (VG) (T)
3. Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data) service (DDAS) (T)
4. High Capacity (a.k.a. BellSouth SPA High Capacity) (HC) (T)
5. Self-Healing Rings (SMARTRing service (a.k.a. BellSouth Dedicated Ring) (T)
6. Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel) service (T)

Each service consists of a basic channel to which a technical specifications package (predefined), channel interface(s) and, when desired, optional features and functions are added to construct the service desired. Each of the components of the service are described in this section. *Terms, conditions, and rates for Physical Collocation Cross-Connects and Virtual Access Collocation Cross-Connects are set forth in Section E13. of this Tariff for those services that are permitted to connect directly to a carrier's collocation space.* (C)

E7. DEDICATED ACCESS SERVICES

E7.4 Rate Regulations (Cont'd)

E7.4.7 Facility Hubs (Cont'd)

The Company will commence billing the monthly rate for the facility to the Hub on the date specified by the customer on the service order. Individual services utilizing these facilities may be installed coincident with the installation of the facility to the Hub or may be ordered and/or installed at a later date, at the option of the customer. The customer will be billed for a digital Local Channel, Interoffice Channel (when applicable) and the Basic Channelization System at the time the facility is installed. DS1 and DS0 Basic Channelization Systems require a Central Office Channel Interface for activation of each lesser capacity channel. DS3 to DS1 channelization arrangements, for transport of intrastate DS1 service high capacity channels via LightGate (a.k.a. BellSouth SPA Point to Point Network) and SMARTRing services (a.k.a. BellSouth Dedicated Ring), require a DS1 channel interface for activation of each DS1 channel. Individual service rates (by service type) will apply for a Local Channel and additional Interoffice Channel and Central Office Channel Interface(s) (as required) for each channelized service. These will be billed to the customer as each individual service is installed. (T)

Cascading channelization occurs when a digital channel is channelized to provide channels with a lesser capacity and one of the lesser capacity channels is further channelized. For example, a High Capacity (a.k.a. BellSouth SPA High Capacity) facility is channelized to individual Voice Grade (a.k.a. BellSouth SPA DS0 VG) channels.

When cascading channelization is performed, whether in the same or a different Hub, a charge for the additional Basic Channelization System and Central Office Channel Interface(s) also applies. A DS1 Basic Channelization System and DDAS (a.k.a. BellSouth SPA DS0 Digital Data) Central Office Channel Interface are required for high speed or low speed DDAS (a.k.a. BellSouth SPA DS0 Digital Data) activations when channelized from a DS1 (1.544 Mbps) channel. A DS0 Basic Channelization System and Subrate Central Office Channel Interface are required for subrate activations of 2.4, 4.8 and 9.6 Kbps when channelized from a DS0 (64 Kbps) channel. When cascading channelization is performed at different Hubbing locations, Interoffice Channel charges also apply between the Hubs.

E7.4.8 Shared Use Analog and Digital High Capacity (a.k.a. BellSouth SPA High Capacity) Services

Shared use occurs when Dedicated Access Services and BellSouth SWA are provided over the same High Capacity (a.k.a. BellSouth SPA High Capacity) facility through a common interface. The facility will be ordered and rated as Dedicated Access Services (i.e., Local Channel, Interoffice Channel, as appropriate, and Basic Channelization System and Central Office Interface(s), if applicable) until such time as the customer chooses to use a portion of the available capacity for providing BellSouth SWA as set forth in E5.2.8 *of this Tariff*. As each individual channel is activated for BellSouth SWA, the Dedicated Access Local Channel rates, Interoffice Channel rates, and Basic Channelization System rates, if applicable, will be reduced accordingly. For SMARTPath service (a.k.a. BellSouth SPA Shared Ring) the rates will be reduced by 1/48th for each BellSouth SWA VG Circuit. The customer must place an order for each individual Switched or Dedicated Access Service utilizing the Shared Use Facilities and specify the channel assignment for each such service. BellSouth SWA rates and charges as set forth in E6.8 *of this Tariff* will apply for each channel of the shared use facility that is used to provide BellSouth SWA. Where Dedicated Access Service is provided utilizing a channel(s) of the shared use facility to the Hub, High Capacity (a.k.a. BellSouth SPA High Capacity) rates and charges will apply for the facility to the Hub as set forth preceding and individual service rates and charges will apply from the Hub to the customer designated premises. The rates and charges that will apply to the portion from the Hub to the customer designated premises will be dependent on the specific type of Dedicated Access Service that is provided (e.g., Voice Grade (a.k.a. BellSouth SPA DS0 VG), Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data) service, etc.). The applicable rates and charges will include a Local Channel and Interoffice Channel, if applicable. (T)

Access Collocation Cross-Connects provide a means for customers to interconnect their BellSouth Shared Use and Digital High Capacity (a.k.a. BellSouth SPA High Capacity) services to Central Office Collocation arrangements within the same Central Office. Terms, conditions, and rates for Physical Access Collocation Cross-Connects and Virtual Access Collocation Cross-Connects are set forth in Section E13. of this Tariff. (N)

The capability exists for a customer to utilize all or part of a SMARTRing service (a.k.a. BellSouth Dedicated Ring) to transport switched access provided the SMARTRing service (a.k.a. BellSouth Dedicated Ring) channel interface transporting the BellSouth SWA service does not have FlexServ service (a.k.a. BellSouth SPA Customer Reconfiguration) capability. The customer must place an order for each individual BellSouth SWA Channel provided over Dedicated Access service Shared Use Facilities and specify the channel assignment for each such service. The switched traffic would enter and exit the SMARTRing service (a.k.a. BellSouth Dedicated Ring) at Customer and Central Office Nodes on that network. When this occurs, ratcheting of Dedicated Access rate elements (i.e. Nodes, Channel Interfaces, Local Channels, Alternate Central Office Channels, Internodal Channels, or Interoffice Channels) will be based on the number of voice grade (a.k.a. BellSouth SPA DS0 VG) equivalent trunks/lines of that rate element used for BellSouth SWA access. (T)

E7. DEDICATED ACCESS SERVICES

E7.4 Rate Regulations (Cont'd)

E7.4.12 FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration) (Cont'd)

A. General (Cont'd)

4. Shared FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration) Arrangement (Cont'd)

The Company will not be liable for any loss to any of the customers in a shared FlexServ service (a.k.a. BellSouth SPA Customer Reconfiguration) arrangement caused directly or indirectly by actions of the agent or another customer in the shared arrangement. Each customer in the shared arrangement and the agent indemnify the Company for the costs of any and all claims arising directly or indirectly out of the actions of the agent or another customer in the shared arrangement, including, but not limited to, the cost of defending against such claims.

Any customer in a shared FlexServ service (a.k.a. BellSouth SPA Customer Reconfiguration) arrangement must give the Company 30 days prior written notice of his intent to revoke an agent's authority or to remove his dedicated access services from a shared arrangement. Such notice shall not be effective unless it provides the Company with specific and sufficient directions regarding treatment of the customer's dedicated access services upon revocation of the agent's authority or removal from the shared arrangement.

5. Access Collocation Cross-Connects

Access Collocation Cross-Connects provide a means for customers to interconnect their FlexServ service (a.k.a. BellSouth SPA Customer Reconfiguration) to Central Office Collocation arrangements within the same Central Office. Terms, conditions, and rates for Physical Access Collocation Cross-Connects and Virtual Access Collocation Cross-Connects are set forth in Section E13. of this Tariff.

(N)

(N)

B. Application of Rates

1. Basic FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)

a. Connection of Dedicated Access Services to Reconfiguration and Alarm Monitoring Capability.

A DS0/DS1/DS3 nonrecurring Connection Charge and a recurring monthly rate is required for each entrance and exit of a dedicated access channel to reconfiguration and monitoring capability.

Charges for Access to FlexServ service (a.k.a. BellSouth SPA Customer Reconfiguration) are contained in E7.5.16 *following*.

(T)

2. FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration) Options

a. Additional Concurrent User Access

For each Additional Concurrent User Access a nonrecurring charge and a recurring monthly rate applies.

b. Additional User Identification Codes

A nonrecurring charge applies for each additional ID requested.

c. Additional Customer Training

Any additional training will incur a nonrecurring charge for each eight (8) hour day of training.

d. Multipoint Bridging

Multipoint Bridging (DMB)

There will be a nonrecurring charge and a monthly rate for each DS0 or equivalent that is equipped with this capability.

Multipoint Junction Unit

A nonrecurring charge and a monthly rate applies for each DS0 or equivalent that is equipped with this capability.

This option must be purchased in groups of 5 because a unit has the capacity of 5 DS0 or equivalent channel connections.

E7. DEDICATED ACCESS SERVICES

E7.4 Rate Regulations (Cont'd)

E7.4.15 Zone Pricing

- A. High Capacity (a.k.a. BellSouth SPA DS1) service (1.544 Mbps) is organized into three pricing zones. Rate levels for the Local Channel, Interoffice Channels and DS1 Basic Channelization will be billed in accordance with the pricing zone assignment of the serving wire center. The pricing zone assignment for each Company serving wire center is specified in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4. Interoffice Channels, which terminate in offices in different zones will carry the higher rate. When interoffice channels are provided by more than one Telephone Company, this Company's portion of the circuit will be billed at the Zone Rate of this Company's central office, and the other Telephone Company's portion of that circuit will be billed in accordance with that Company's tariff, pursuant to E2.4.8 *of this Tariff*. Channelization rates will be determined by the location of the channelization arrangement. (T)

E7.4.16 Channels For Use With SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) (T)

- A. Rates and charges as specified in E7.5.19 following apply on a per On-Net or Off-Net SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) DS1 or DS3 basis, as applicable. The minimum service period for each On-Net or Off-Net DS1 or DS3 SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) channel is four months. (T)
- B. SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) is available in the BellSouth Telecommunication Inc.'s F.C.C. Tariff No.1 under commitment plans as follows: Month-to-Month, Plan A (36 Months), or Plan B (60 Months). Month-to-Month rates are only available upon completion of a Plan A or Plan B commitment plan. Upon the completion of a Plan A or Plan B commitment period, the customer must establish a new commitment plan or billing will be changed to month-to-month. The rates in this Tariff for Channels For Use With SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) will be based on time period for the commitment plan established for the service in the interstate tariff. (T)
- C. The rates for Channels For Use With SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) commitment plans are stabilized for the length of the plan selected for the service arrangement in the interstate tariff and are exempt from Company initiated increases, however, decreases will automatically flow through to the customer. (T)
- D. Access Collocation Cross-Connects provide a means for customers to interconnect their Channels for use with SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring network) to Central Office Collocation arrangements within the same Central Office. Terms, conditions, and rates for Physical Access Collocation Cross-Connects and Virtual Access Collocation Cross-Connects are set forth in Section E13. of this Tariff. (N)
- E. SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) can support either an Extended Super Frame format or a Super Frame format, provided that customer-provided equipment at collection and aggregation locations is compatible. The customer must advise the Company which of the two framing formats its customer provided equipment can support. The Company's monitoring and service performance guarantees for On-Net SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) DS1s, however will depend upon the framing format chosen by the customer as follows: (T)
1. For On-Net SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) DS1s configured with Extended SuperFrame equipment, the Company will credit 100 percent of the monthly charges for the affected SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) in the event of a service outage of greater than 60 seconds. This credit will apply only once per monthly billing period. (T)
 2. For On-Net SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) DS1s not configured for Super Frame format and all Off-Net SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) DS1s, the Company will credit the customer 100 percent of the monthly charges for the affected SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) in the event of a service outage of greater than 10 minutes. This credit will apply only once per monthly billing period. The credit for the service connecting to the Off-Net SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) DS1 will be credited based upon the regulations in the respective services' tariff section. (T)

(M)

Material previously appearing on this page now appears on page(s) 48.1 of this section.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

E7. DEDICATED ACCESS SERVICES

E7.4 Rate Regulations (Cont'd)

E7.4.16 Channels For Use With SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) (Cont'd) (T)

- F. The Company's monitoring and guarantees of the performance of the DS3 SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) will be as follows: (M)(T)
1. For On-Net SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) DS3s, the Company will credit 100 percent of the monthly charges for the affected SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) in the event of a service outage of greater than 60 seconds. This credit will apply only once per monthly billing period. (M)(T)
 2. For Off-Net SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) DS3s the Company will credit the customer 100 percent of the monthly charges for the affected SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) in the event of a service outage of greater than 10 minutes. This credit will apply only once per monthly billing period. The credit for the service connecting to the Off-Net DS3 will be credited based upon the regulations in the respective services' tariff section. (M)(T)

E7.4.17 SMARTPath Service (a.k.a. BellSouth SPA Shared Ring) (T)

A. Application of Rates

Monthly rates and charges as specified in E7.5.17 following apply for each SMARTPath service (a.k.a. BellSouth SPA Shared Ring). The transport provided within a SMARTPath service (a.k.a. BellSouth SPA Shared Ring) Area is provided at 1.544 Mbps. Rate categories include a SMARTPath service (a.k.a. BellSouth SPA Shared Ring) Area Connection, and a SMARTPath service (a.k.a. BellSouth SPA Shared Ring) Area Junction. (T)

The SMARTPath service (a.k.a. BellSouth SPA Shared Ring) Area Connection rate element provides for the connection at the designated premises where the customer gains access to SMARTPath service (a.k.a. BellSouth SPA Shared Ring) and transport to a designated junction on the network. The SMARTPath service (a.k.a. BellSouth SPA Shared Ring) Area Junction rate element provides for the connection between the SMARTPath service (a.k.a. BellSouth SPA Shared Ring) network and (1) another customer designated premises, in the same SMARTPath service (a.k.a. BellSouth SPA Shared Ring) Area or (2) a serving wire center in the same SMARTPath service (a.k.a. BellSouth SPA Shared Ring) Area for connection to (a) DS1 Basic Channelization, FlexServ service (a.k.a. BellSouth SPA Customer Reconfiguration), Virtual Expanded Interconnection Services under Section E20 *of this Tariff*. SMARTRing service (a.k.a. BellSouth Dedicated Ring or DS3 service as provided in Section E7. of this Tariff, or (b) a SMARTPath service (a.k.a. BellSouth SPA Shared Ring) Area Junction of another SMARTPath service (a.k.a. BellSouth SPA Shared Ring) area in the same Metropolitan Area. (T)

Recurring and nonrecurring charges apply for each SMARTPath service (a.k.a. BellSouth SPA Shared Ring) Area Connection and SMARTPath service (a.k.a. BellSouth SPA Shared Ring) Area Junction. (T)

SMARTPath service (a.k.a. BellSouth SPA Shared Ring) is available under several payment plans: Month-to-month (with a 4 month minimum), Plan A (24-48 Months), or Plan B (49-72 Months). Plan A and Plan B are provided under conditions specified in the Channel Services Payment Plan (CSPP) E2.4.9.A. *of this Tariff*. (T)

The rates applicable to a month-to-month payment plan are subject to Company initiated changes. Rates stabilized under CSPP are exempt from Company initiated increases, however, decreases for any rate element will automatically flow through to the customer.

A SMARTPath service (a.k.a. BellSouth SPA Shared Ring) performance credit, as specified in E2.4.4.B. *of this Tariff* will apply. (T)

A termination liability charge will be applicable if services provided under a CSPP arrangement are disconnected prior to the end of the chosen service period. The termination charge is equal to the applicable rate per rate element for the current contract multiplied by the difference in months between the time the CSPP contract has been in effect and the minimum contract length multiplied times a factor. The factor is 50 percent for contracts that have been in effect twelve months or less, or 20 percent for contracts that have been in effect longer than twelve months.

E13. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS CHARGES

E13.3 Miscellaneous Services (Cont'd)

- E13.3.18 Reserved for Future Use** (T)
- E13.3.19 Reserved for Future Use** (N)
- E13.3.20 Reserved for Future Use** (N)
- E13.3.21 Reserved for Future Use** (N)
- E13.3.22 Reserved for Future Use** (N)
- E13.3.23 Physical Access Collocation Cross-Connect Service** (N)
- A. General Description** (N)
1. Physical Access Collocation Cross-Connects provide a one to one dedicated transmission path between the ordering customer's tariffed service offerings or transport equipment located in the Telephone Company Central Office and the ordering customer's own physical collocation arrangement or another telecommunication carrier's (collocator's) physical collocation arrangement in the same Telephone Company Central Office for all of the access services listed below, except the following:
 - a. Exchange Access Frame Relay service (described in E21.1 of this Tariff) (N)
 - b. Exchange Access ATM service (described in E21.3 of this Tariff) (N)
 - c. BellSouth Metro Ethernet service (described in E7.2.18 of this Tariff) (N)

The above-listed access services may only be requested between the ordering customer's tariffed service offerings or transport equipment located in the Telephone Company Central Office and the ordering customer's own physical collocation arrangement in the same Telephone Company Central Office. (N)
 2. Standards for performance monitoring of services which interconnect to the collocation arrangement will be driven by the particular service type and service specific requirements. The Telephone Company's obligation for monitoring ends at the demarcation point. (N)
 3. Physical Access Collocation Cross-Connects are flat rate, non-distance sensitive charges and will be applied on a per cross-connect ordered basis. (N)
 4. Physical Access Collocation Cross-Connects will be ordered on the same Access Service Request (ASR) as the service being cross-connected. All ASRs must be complete and accurate before the Company will initiate the provisioning process. (N)
 5. Nonrecurring charges are applicable for Physical Access Collocation Cross-Connect service. (N)
 6. The collocator may cross-connect at the DS0 level with the following Telephone Company access services:
 - a. Local Channels (described in E7.1.2.A of this Tariff) (N)
 - b. Optional Features and Functions (described in E7.1.2.C of this Tariff) (N)
 - c. Exchange Access Frame Relay service (described in E21.1 of this Tariff) (N)
 7. The collocator may cross-connect at the DS1 level with the following Telephone Company access services:
 - a. DS1 Local and Interoffice Channels (described in E7.1.2 of this Tariff) (N)
 - b. DS1 Basic Channelization System (described in E7.1.2 of this Tariff) (N)
 - c. FlexServ (a.k.a. BellSouth SPA Customer Reconfiguration) Port in a Digital Cross-Connect System (described in E7.4.12 of this Tariff) (N)
 - d. Shared Use Analog and Digital High Capacity (a.k.a. BellSouth SPA High Capacity) services (described in E7.4.12 of this Tariff) (N)
 - e. SMARTRing (a.k.a. BellSouth Dedicated Ring) services (described in E7.2.16 of this Tariff) (N)
 - f. BellSouth SWA service (described in E6.1.3 of this Tariff) (N)
 - g. SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) (described in E7.4.16 of this Tariff) (N)
 - h. Exchange Access Frame Relay service (described in E21.1 of this Tariff) (N)
 - i. Exchange Access ATM service (described in E21.3 of this Tariff) (N)

E13. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS CHARGES

E13.3 Miscellaneous Services (Cont'd)

E13.3.23 Physical Access Collocation Cross-Connect Service (Cont'd) (N)

- A. General Description (Cont'd) (N)
8. The collocator may cross-connect at the DS3 level with the following Telephone Company access services: (N)
 - a. 28 DS1 Channelization System (described in E7.1.2 of this Tariff) (N)
 - b. FlexServ (a.k.a. BellSouth SPA Customer Reconfiguration) Port in a Digital Cross-Connect System (described in E7.4.12 of this Tariff) (N)
 - c. Shared Use Analog and Digital High Capacity (a.k.a. BellSouth SPA High Capacity) services (described in E7.4.8 of this Tariff) (N)
 - d. SMARTRing (a.k.a. BellSouth Dedicated Ring) services (described in E7.2.16 of this Tariff) (N)
 - e. BellSouth SWA service (described in E6.1.3 of this Tariff) (N)
 - f. SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) (described in E7.4.16 of this Tariff) (N)
 - g. Exchange Access Frame Relay service (described in E21.1 of this Tariff) (N)
 - h. Exchange Access ATM service (described in E21.3 of this Tariff) (N)
 9. The collocator may cross-connect at the fiber level with the following Telephone Company access services: (N)
 - a. SMARTRing (a.k.a. BellSouth Dedicated Ring) service rate categories (described in E7.1.2.D of this Tariff) (N)
 - b. SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) (described in E7.4.16 of this Tariff) (N)
 - c. Exchange Access Frame Relay service (described in E21.1 of this Tariff) (N)
 - d. Exchange Access ATM service (described in E21.3 of this Tariff) (N)
 - e. BellSouth Metro Ethernet service (described in E7.2.18 of this Tariff) (N)
 10. The collocator may cross-connect at the Ethernet Cat-5 Cable level with the following Telephone Company access services: (N)
 - a. BellSouth Metro Ethernet service (as described in E7.2.18 of this Tariff) (N)
 - b. SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) service rate categories (described in E7.1.2.D of this Tariff) (N)

**E13. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND
 MISCELLANEOUS CHARGES**

E13.3 Miscellaneous Services (Cont'd)

E13.3.23 Physical Access Collocation Cross-Connect Service (Cont'd)

B. Rates and Charges

1. Special Access (a.k.a. BellSouth SPA), per Cross-Connect

	Nonrecurring Charges	Monthly Recurring Charges	USOC	
(a) 2-Wire	\$33.82	\$.1566	PE1P2	(N)
(b) 4-Wire	67.64	.3132	PE1P4	(N)
(c) Cat-5 Cable	135.28	9.13	PE1P8	(N)
(d) DS1	155.00	2.65	PE1P1	(N)
(e) DS3	155.00	27.83	PE1P3	(N)
(f) 2-Fiber	200.00	10.25	PE1F2	(N)
(g) 4-Fiber	400.00	20.50	PE1F4	(N)

2. Switched Access (a.k.a. BellSouth SPA), per Cross-Connect

(a) 2-Wire	33.82	.1566	PE1W2	(N)
(b) 4-Wire	67.64	.3132	PE1W4	(N)
(c) DS1	155.00	2.65	PE1W1	(N)
(d) DS3	155.00	27.83	PE1W3	(N)
(e) 2-Fiber	200.00	10.25	PE1WB	(N)
(f) 4-Fiber	400.00	20.50	PE1WF	(N)

E13. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

E13.3 Miscellaneous Services (Cont'd)

E13.3.24 Virtual Access Collocation Cross-Connect Service

A. General Description

1. Virtual Access Collocation Cross-Connects provide a one to one dedicated transmission path between the ordering customer's tariffed service offerings or transport equipment located in the Telephone Company Central Office and the ordering customer's own virtual collocation arrangement or another telecommunication carrier's (collocator's) virtual collocation arrangement in the same Telephone Company Central Office for all of the access services listed below, except the following:
 - a. Exchange Access Frame Relay service (described in E21.1 of this Tariff)
 - b. Exchange Access ATM service (described in E21.3 of this Tariff)
 - c. BellSouth Metro Ethernet service (described in E7.2.18 of this Tariff)The above list of access services may only be requested between the ordering customer's tariffed service offerings or transport equipment located in the Telephone Company Central Office and the ordering customer's own physical collocation arrangement in the same Telephone Company Central Office.
2. A monthly recurring charge applies for the Virtual Access Collocation Cross Connect element that consists of the cross connect panel, cable racks, bay framework, jumpers and other supporting hardware.
3. The Virtual Access Collocation Cross-Connect element is designated as BellSouth Switched Access (SWA) or Special Access (SPA), depending on the type of service to which it cross connects.
4. Virtual Access Collocation Cross-Connect service is flat rate, non-distance sensitive charges and will be applied on a per cross connect ordered basis.
5. Standards for performance monitoring of services which interconnect to the collocation arrangement will be driven by the particular service type and service specific requirements. The Telephone Company's obligation for monitoring ends at the demarcation point.
6. Virtual Access Collocation Cross-Connects will be ordered on the same Access Service Request (ASR) as the service being cross connected. All ASRs must be complete and accurate before the Company will initiate the provisioning process.
7. The collocator may cross connect at the DS0 level with the following Telephone Company access services:
 - a. Local Channels (described in E7.1.2.A of this Tariff)
 - b. Optional Features and Functions (described in E7.1.2.C of this Tariff)
 - c. Exchange Access Frame Relay service (described in E21.1 of this Tariff)
8. The collocator may cross-connect at the DS1 level with the following Telephone Company access services:
 - a. DS1 Local and Interoffice Channels (described in E7.1.2 of this Tariff)
 - b. DS1 Basic Channelization System (described in E7.1.2 of this Tariff)
 - c. FlexServ (a.k.a. BellSouth SPA Customer Reconfiguration) Port in a Digital Cross-Connect System (described in E7.4.12 of this Tariff)
 - d. Shared Use Analog and Digital High Capacity (a.k.a. BellSouth SPA High Capacity) services (described in E7.4.8 of this Tariff)
 - e. SMARTRing (a.k.a. BellSouth Dedicated Ring) services (described in E7.2.16 of this Tariff)
 - f. BellSouth SWA service (described in E21.1 of this Tariff)
 - g. SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) (described in E7.4.16 of this Tariff)
 - h. Exchange Access Frame Relay service (described in E21.1 of this Tariff)
 - i. Exchange Access ATM service (described in E21.3 of this Tariff)

E13. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

E13.3 Miscellaneous Services (Cont'd)

E13.3.24 Virtual Access Collocation Cross-Connect Service (Cont'd)

A. General Description (Cont'd)

9. The collocator may cross-connect at the DS3 level with the following Telephone Company access services: (N)
 - a. 28 DS1 Channelization System (described in E7.1.2 of this Tariff) (N)
 - b. FlexServ (a.k.a. BellSouth SPA Customer Reconfiguration) Port in a Digital Cross-Connect System (described in E7.4.12 of this Tariff) (N)
 - c. Shared Use Analog and Digital High Capacity (a.k.a. BellSouth SPA High Capacity) services (described in E7.4.8 of this Tariff) (N)
 - d. SMARTRing (a.k.a. BellSouth Dedicated Ring) services (described in E7.2.16 of this Tariff) (N)
 - e. BellSouth SWA service (described in E6.1.3 of this Tariff) (N)
 - f. SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) (described in E7.4.16 of this Tariff) (N)
 - g. Exchange Access Frame Relay service (described in E21.1 of this Tariff) (N)
 - h. Exchange Access ATM service (described in E21.3 of this Tariff) (N)
10. The collocator may cross-connect at the fiber level with the following Telephone Company access services: (N)
 - a. SMARTRing (a.k.a. BellSouth Dedicated Ring) service rate categories (described in E7.1.2.D of this Tariff) (N)
 - b. SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) (described in E7.4.16 of this Tariff) (N)
 - c. Exchange Access Frame Relay service (described in E21.1 of this Tariff) (N)
 - d. Exchange Access ATM service (described in E21.3 of this Tariff) (N)
 - e. BellSouth Metro Ethernet service (described in E7.2.18 of this Tariff) (N)
11. The collocator may cross-connect at the Ethernet Cat-5 Cable level with the following Telephone Company access services: (N)
 - a. BellSouth Metro Ethernet service (described in E7.2.18 of this Tariff) (N)
 - b. SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) service rate categories (described in E7.1.2.D of this Tariff) (N)

ISSUED: April 13, 2005
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

EFFECTIVE: April 29, 2005

E13. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

E13.3 Miscellaneous Services (Cont'd)

E13.3.24 Virtual Access Collocation Cross-Connect Service (Cont'd)

B. Rates and Charges

1. Special Access (a.k.a. BellSouth SPA), per Cross-Connect

	Nonrecurring Charges	Monthly Recurring Charges	USOC	
(a) 2-Wire	\$24.68	\$.309	UEAC2	(N)
(b) 4-Wire	33.67	.619	UEAC4	(N)
(c) Cat-5 Cable	135.28	9.13	CNC8W	(N)
(d) DS1	155.00	7.50	CNC1X	(N)
(e) DS3	151.90	56.25	CND3X	(N)
(f) 2-Fiber	41.94	6.71	CNC2F	(N)
(g) 4-Fiber	64.53	6.71	CNC4F	(N)

2. Switched Access (a.k.a. BellSouth SWA), per Cross-Connect

(a) 2-Wire	24.68	.309	CNDS2	(N)
(b) 4-Wire	33.67	.619	CNDS4	(N)
(c) DS1	155.00	7.50	CNDS1	(N)
(d) DS3	151.90	56.25	CNDS3	(N)
(e) 2-Fiber	41.94	6.71	CNDSB	(N)
(f) 4-Fiber	64.53	6.71	CNDSF	(N)

E20. EXPANDED INTERCONNECTION SERVICE (EIS) (T)

E20.1 Virtual Expanded Interconnection Service (VEIS) (Cont'd)

E20.1.5 Rate Regulations (Cont'd)

A. VEIS Elements (Cont'd)

3. Cable Support Structure (Cont'd)

The Cable Support Structure monthly recurring charge applies for the use of conduit from the point of interconnection to the cable vault or other central office entrance, and for entrance and riser cable rack space.

4. Cross-Connect

A monthly recurring charge applies for the Cross-Connect elements which consist of the cross-connect panel, cable racks, bay framework and other supporting hardware.

The Cross-Connect element is designated as Switched Access or Dedicated Access depending on the type of service to which it cross connects. (T)

The Switched Access Cross-Connect elements are subject to the jurisdictional report requirements as set forth in E2.3.14 of this Tariff. (T)

BellSouth Virtual Access Collocation Cross-Connect rates, terms, and conditions are as set forth in E13.3.24 of this Tariff. (C)

5. Floor Space

Floor Space consists of two recurring rate elements that apply as follows:

Per Square Foot - The Per Square Foot element applies for the floor space required to provision the VEIS arrangement and includes heat, ventilation, and air conditioning (HVAC), lighting, and AC power.

Per Ampere - The Per Ampere element consists of two separate -48 volts direct current feeds (A&B) with battery back-up and applies per ampere for the equipment maximum power requirement.

6. Security Escort

A Security Escort is provided to a collocator whenever the collocator, or approved agent, desires access to the collocator-provided/Company leased terminal transmission equipment.

Charges for a Security Escort are assessed in half-hour increments as either Basic, Overtime or Premium Time charges. A request resulting in the dispatch of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three (3) hours.

7. Training

When collocator-provided/Company leased equipment (hardware and/or software) is identical to that already in use in the Company location:

No training charges are applicable.

When collocator-provided/Company leased equipment (hardware and/or software) is not identical to that already in use in the Company location:

Charges as set forth in E20.1.6.A.7., following are applicable.

E20. EXPANDED INTERCONNECTION SERVICE (EIS)

E20.1 Virtual Expanded Interconnection Service (VEIS) (Cont'd)

E20.1.5 Rate Regulations (Cont'd)

B. Access Service Elements

The access service elements, as set forth in Section E3., Carrier Common Line Access Service; Section E6., Switched Access Service; Section E9., Directory Assistance Access Service; and E18., Operator Service Access Services ordered and/or working in association with DS0/DS1/DS3 Switched Cross-Connect Service will be billed to and paid by the customer of record for the service involved, unless the VEIS customer requests and/or agrees to be responsible for all charges.

For Switched Access Service line or trunk activation charges, see Section E6.8.1 preceding.

BellSouth Virtual Access Collocation Cross-Connect terms, rates, and conditions are as set forth in E13.3.24 of this Tariff. (N)

E20.1.6 Rates and Charges

A. Virtual Expanded Interconnection Service (VEIS)

1. Application Fee

	Monthly Rate	Nonrecurring Charge	USOC
(a) Per Location	\$-	\$2,848.30	EAFF
2. Cable Installation Charge			
(a) Per Cable	-	2,750.00	ESPCX
3. Cable Support Structure			
(a) Per Cable	13.35	-	ESPSX
4. (DELETED)			
5. Floor Space			
	Monthly Rate	Nonrecurring Charge	USOC
(a) Per Square Foot	\$3.20	\$-	ESPVX
(b) Per Ampere	3.48	-	ESPAX

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E20.2 (DELETED)

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