

BellSouth Telecommunications, Inc.
Regulatory & External Affairs
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Tallahassee, FL 32301-1556

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Marshall M. Criser III
Vice President
Regulatory & External Affairs

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January 30, 2004

Mrs. Blanca S. Bayo
Director, Division of The Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

RECEIVED-FPSC
ON JAN 30 PM 5:00
COMMISSION
CLERK

040089-TP

Re: Notice of the Adoption of Interconnection, Unbundling, Resale, and Collocation agreement with modifications between BellSouth Telecommunications, Inc. ("BellSouth") and MCIWorldCom Communications, Inc. by AboveNet Communications, Inc..

Dear Mrs. Bayo:

BellSouth Telecommunications, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by AboveNet Communications, Inc. of the Interconnection, Unbundling, Resale, and Collocation Agreement with modifications for the State of Florida entered into between BellSouth Telecommunications Inc. and MCIWorldCom Communications, Inc., which was filed with this Commission on September 17, 2001 in Docket No. 000649-TP.

AboveNet Communications, Inc. is adopting the agreement and all amendments (if applicable), with modifications as provided by Section 252(i) of the Telecommunications Act of 1996.

Enclosed is the original and two (2) copies of the contract between BellSouth Telecommunications, Inc. and AboveNet Communications, Inc., for your records.

If you have any questions please do not hesitate to contact Kathleen Arant at (850) 222-9380.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President (11A)

RECEIVED & FILED

RVN

DOCUMENT NUMBER-DATE

FPSC-BUREAU OF RECORDS 01426 JAN 30 04

FPSC-COMMISSION CLERK

BELLSOUTH® / CLEC Agreement

Customer Name: AboveNet Communications, Inc.

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By and Between
BellSouth Telecommunications, Inc.
And
AboveNet Communications, Inc.

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between AboveNet Communications, Inc., ("AboveNet") a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, AboveNet has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and MCI WorldCom Communications, Inc. ("MCI") dated September 12, 2001 for the state of Florida.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, AboveNet and BellSouth hereby agree as follows:

1. AboveNet and BellSouth shall adopt in its entirety, except for those items identified in Paragraphs 2 – 5 following, the MCI Interconnection Agreement dated September 12, 2001 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The MCI Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	7
General Terms and Conditions	50
Attachment 1	39
Attachment 2	10
Attachment 3	77
Attachment 4	30
Attachment 5	179
Attachment 6	34
Attachment 7	10
Attachment 8	60
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Amendment 7/31/02	34

Amendment 9/16/02	3
Amendment 9/27/02	3
Amendment 3/6/003	51
Exhibit 1 (cover sheet)	1
TOTAL	800

2. The Parties hereby agree to delete Section 9.1.1 of Attachment 4 and replace with Section 9.1.1 as follows:

9.1.1 For the purpose of compensation for call termination under this Agreement, the traffic exchanged between AboveNet and BellSouth will be classified as Local Traffic, ISP-bound Traffic, IntraLATA Transit Traffic, or switched access Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local calling areas for the purposes of providing Telecommunications Services to its own Customers.

3. The Parties hereby agree to delete Sections 9.4.7 – 9.4.7.9 of Attachment 4 and replace with Sections 9.4.7, 9.4.7.1 and 9.4.7.2 as follows:

9.4.7 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or a corresponding Extended Area Service ("EAS") exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service tariff. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

9.4.7.1 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and AboveNet agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or AboveNet that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and MFN further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or AboveNet that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

9.4.7.2 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of ISP-bound Traffic.

4. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in Section 3 of the MCI Interconnection Agreement for Florida. For the purposes of determining the expiration date of this Agreement pursuant to the 1st paragraph of the General Terms and Conditions of the MCI Interconnection Agreement for Florida, the effective date shall be September 12, 2001.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
8th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

AboveNet Communications, Inc.

Lynn Fasciano-Ampula
Director
8201 Greensboro Drive, Suite 800
McLean, VA 22102
571-633-5483
Fax 571-633-5188

and

General Counsel
AboveNet Communications, Inc.
360 Hamilton Avenue
White Plains, New York 10601
Phone:(914) 421-6700
Fax:(914) 421-6793

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

By: Patrick C. Finlen

Name: Patrick C. Finlen

Title: Assistant Director

Date: 10/15/03

AboveNet Communications, Inc.

By: William G. Perch

Name: William G. Perch

Title: Senior Vice President - Network Services

Date: 9/22/03

EXHIBIT 1

**MCI WorldCom Communications, Inc.
Interconnection Agreement
September 12, 2001**