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November 16, 2005

**HAND DELIVERY**

Ms. Blanca S. Bayó, Director  
Division of the Commission Clerk and  
Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

RECEIVED-FPSC  
06 JAN 30 PM 5:11  
COMMISSION  
CLERK

Re: Complaint of Northeast Florida Telephone Company d/b/a NEFCOM against Southeastern Services, Inc. for failure to pay intrastate access charges pursuant to Northeast Florida's tariffs and for violation of Section 364.16(3)(a), Florida Statutes.

Dear Ms. Bayó:

Enclosed herewith for filing in the above-referenced docket on behalf of Northeast Florida Telephone Company ("Northeast Florida") are the original and fifteen copies of Northeast Florida's Complaint against Southeastern Services, Inc. for failure to pay intrastate access charges pursuant to Northeast Florida's tariffs and for violation of Section 364.16(3)(a), Florida Statutes.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the copy to me.

Thank you for your assistance with this filing.

Sincerely,



Kenneth A. Hoffman

KAH/rl  
Enclosures  
bayo.jan3006

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

00888 JAN 30 05

FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

Complaint of Northeast Florida Telephone )  
Company d/b/a NEFCOM against South- )  
eastern Services, Inc. for failure to pay )  
intrastate access charges pursuant to )  
Northeast Florida's tariffs and for violation )  
of Section 364.16(3)(a), Florida Statutes. )  
\_\_\_\_\_ )

Docket No. 060083-TP

Filed: January 30, 2006

**COMPLAINT**

Northeast Florida Telephone Company d/b/a NEFCOM, by and through its undersigned counsel and pursuant to Rules 28-106.201 and 25-22.036, Florida Administrative Code, hereby files this Complaint against Southeastern Services, Inc. ("SSI"). Northeast Florida requests that the Commission enter a final order determining that:

1. SSI has violated Northeast Florida's Commission-approved intrastate access charge tariffs; and
2. SSI has violated Section 364.16(3), Florida Statutes, for knowingly originating traffic to Northeast Florida for which originating access charges apply over local interconnection trunks to Northeast Florida, thereby preventing Northeast Florida from collecting originating access charges.

As a result of those findings, Northeast Florida requests that the Commission:

1. Order SSI to pay Northeast Florida all amounts due for the avoided access charges.
2. Order SSI to pay Northeast Florida all amounts due for originating access charges payable under Northeast Florida's Commission-approved intrastate access charge tariffs; and
3. Order such other relief as the Commission deems appropriate, including the assessment of penalties against SSI to the fullest extent allowed by Section 364.285, Florida Statutes.

In support of this request for relief, Northeast Florida states the following:

DOCUMENT NUMBER-DATE

00888 JAN 30 06

FPSC-COMMISSION CLERK

## JURISDICTION

1. The Commission has jurisdiction over this Complaint pursuant to Section 364.01, 364.02, 364.16, 364.163, 364.19, 364.27, 364.285 and 364.337, Florida Statutes, and the respective Northeast Florida tariffs discussed below.

## PARTIES

2. The name and address of the Petitioner is:

Northeast Florida Telephone Company  
505 Plaza Circle  
Suite 200  
Orange Park, FL 32073

3. All pleadings, orders, notices and other correspondence with respect to this docket should be addressed to:

Kenneth A. Hoffman, Esq.  
Marsha E. Rule, Esq.  
Martin P. McDonnell, Esq.  
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Northeast Florida Telephone Company  
505 Plaza Circle  
Suite 200  
Orange Park, Florida 32073  
(904) 688-0029 (Telephone)  
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### **GENERAL ALLEGATIONS**

4. Northeast Florida is a corporation organized and existing under the laws of the State of Florida. Northeast Florida's principal place of business is in Macclenny, Florida.

5. Northeast Florida is a Local Exchange Telecommunications Company as defined by Section 364.02(7), Florida Statutes. Northeast Florida provides local telecommunications services pursuant to rates, terms and conditions of service reflected in its General Subscriber Service Tariff ("GSST") approved by the Commission. Northeast Florida also provides exchange access services to interexchange carriers pursuant to Northeast Florida's intrastate access charge tariffs approved and on file with the Commission and interstate access charge tariffs approved and on file with the Federal Communications Commission ("FCC"). The rates, terms and conditions applicable to the intrastate originating access services provided by Northeast Florida to interexchange carriers are set forth in BellSouth Telecommunications, Inc.'s intrastate access services tariffs, which have been adopted by Northeast Florida (as shown in Exhibit A), approved by the Commission and are incorporated herein in full by reference (hereinafter referred to as Northeast Florida's "FPSC Access Tariff").

6. At all times material hereto, Northeast Florida has been authorized by the Commission to provide basic local telecommunications services in the Macclenny and Sanderson exchanges in Baker County, Florida, certain intraLATA long distance services in the Northeast Florida area, and exchange access services to interexchange carriers.

7. SSI is a corporation organized and existing under the laws of the State of Florida. SSI's principal place of business in Florida is in Macclenny, Florida. SSI is a Competitive Local Exchange Telecommunications Company ("CLEC") as defined by Section 364.02(4), Florida Statutes, and an Intrastate Interexchange Telecommunications (Long Distance) Company as defined by Section 364.02(6), Florida Statutes. At all times material hereto, SSI has provided local, intrastate interexchange and interstate interexchange services in Florida.

8. At all times material hereto, SSI provided retail local exchange services in the State of Florida pursuant to an agreement with Northeast Florida dated September 22, 1999, setting forth the rates, terms and conditions by which SSI would purchase local telecommunications services from Northeast Florida for resale by SSI to SSI's end users (the "Resale Agreement"). A copy of the Resale Agreement is attached hereto and made a part hereof as Exhibit B. The Resale Agreement incorporates by reference Resale Guidelines issued by Northeast Florida and provided to SSI.

9. At all times material hereto, SSI also provided intrastate and interstate interexchange telecommunications services. SSI utilized but failed to purchase and pay for Northeast Florida's originating access service pursuant to Northeast Florida's intrastate and interstate access tariffs as more fully described below.

10. Following the execution of the Resale Agreement, SSI ordered a digital signal service known as Advanced Digital Service - Primary Rate Interface Access Service ("ADS-PRI") from Northeast Florida. These ADS-PRIs were ordered by SSI from Northeast Florida exclusively for use in the provision of SSI's Internet Service Provider ("ISP") access service. The rates, terms and conditions for the provision of ADS-PRI service are set forth in Section A19 of the GSST, a copy of which is attached hereto and made a part hereof as Exhibit C. Northeast Florida provided SSI

with the ADS-PRI channels at the wholesale discount rate set forth in the Resale Agreement.

11. In October, 2000, SSI executed a Local Service Request Form ordering another ADS-PRI from Northeast Florida. Based upon the Request Form, Northeast Florida understood that the additional ADS-PRI would also be used by SSI for SSI's ISP service or for SSI's own official use.

12. Northeast Florida provisioned the October, 2000 ADS-PRI as ordered and the 7 digit local number, 653-2111, was established for all channels associated with the ADS-PRI with an in-service date of November 6, 2000. SSI subsequently executed Local Service Request Forms ordering two additional ADS-PRIs associated with the local 653-2111 number.

13. On or about June, 2001, Northeast Florida became aware that SSI was advertising in a local newspaper offering a monthly flat rated long distance plan that allowed unlimited local calling throughout the 50 states and Canada. From the advertisement, it was apparent that the unlimited long distance calling plan offered by SSI could be accessed by dialing the local seven digit number (653-2111) assigned by Northeast Florida to the digital ADS-PRI services purchased by SSI.

Toward the end of 2001, Northeast Florida became aware that SSI was claiming in material published on its website that its long distance service was being provided by using a new technology called IP telephony. SSI's website indicated that SSI customers subscribing to SSI's flat rated long distance plan were using the local number 653-2111 to access SSI's long distance service.

14. The long distance service provided by SSI consisted of the following: (a) an SSI long distance customer (who could be a Northeast Florida or SSI local customer) used an ordinary handset telephone and dialed the local PRI number, 653-2111; (b) Northeast Florida's network originated and delivered the long distance call over the PRI line purchased by SSI and transported the call to SSI's switching facility; (c) SSI's long distance customer was then prompted to dial the terminating

10 digit number; and (d) the call was then transported by Internet protocol facilities to the terminating local exchange company who would then terminate the call to the called party.

15. The Resale Agreement limits SSI to the purchase of local services out of the GSST at wholesale rates for the purpose of reselling those local services to an SSI end user. The Resale Agreement does not permit SSI to purchase local services at the wholesale rate for resale as interexchange (long distance) services.

16. The long distance services marketed by SSI and provided to SSI's customers pursuant to its flat rate long distance plan should have been ordered and provided through Northeast Florida's FPSC Access Tariff pursuant to an Access Service Request. More specifically, the intrastate originating access services, described in Northeast Florida's FPSC Access Tariff as Feature Group A ("FGA") service was the correct tariff applicable to the interexchange services. Pertinent parts of Northeast Florida's FPSC Access Tariff, which is fully incorporated herein by reference, are attached hereto and made a part hereof as Exhibit D. By letter dated September 12, 2002 from Harriett Eudy of Northeast Florida to Mark Woods, President of SSI, Northeast Florida put SSI on notice that its flat rate, long distance calling service was subject to FGA originating access charges set forth in Northeast Florida's FPSC Access Tariff. A copy of the September 12, 2002 letter is attached hereto and made a part hereof as Exhibit E. SSI improperly and unlawfully utilized local service ordered through Northeast Florida's GSST and the Resale Agreement to provide SSI end users with nationwide long distance calling thereby unlawfully avoiding the payment of intrastate originating access charges due and owing under Northeast Florida's FPSC Access Tariff.

17. On October 3, 2002, Northeast Florida sent a bill dated October 1, 2002 to SSI reflecting the intrastate originating access charges from Northeast Florida's FPSC Access Tariff

calculated based upon the minutes of use terminated by Northeast Florida to the 653-2111 number during the month of September 2002. SSI failed to pay the October, 2002 bill. Northeast Florida subsequently billed SSI the applicable FGA intrastate originating access charges for the provision of intrastate originating access service to SSI for the period of January 1, 2001 through July 31, 2003, in accordance with the rates set forth in Northeast Florida's FPSC Access Tariff.

18. Under standard industry practice and as set forth under Section E2.3.14 of Northeast Florida's FPSC Access Tariff, if an interexchange carrier fails to provide "call detail" designating the number or percentage of long distance calls that are interstate versus intrastate, then it falls to Northeast Florida to calculate a "percent interstate usage" ("PIU") to apply to the total minutes of use. Northeast Florida was not provided the call detail by SSI to determine the interstate versus intrastate jurisdiction of the traffic originated on Northeast Florida's network by SSI's long distance customers. SSI also refused to cooperate with Northeast Florida and did not provide Northeast Florida with a PIU of its own. Since all of SSI's long distance service was provided over FGA facilities, Northeast Florida was not able to develop a PIU based on traffic from SSI's customers that could be allocated to interstate versus intrastate jurisdictions. Having no other records to go by, Northeast Florida assumed a zero PIU for the purposes of determining the jurisdiction of the traffic, thereby rendering all traffic classified as one hundred percent intrastate usage.

19. The amount of intrastate originating access charges billed by Northeast Florida for the FGA access was limited to the Local Switching and Carrier Common Line elements under Northeast Florida's FPSC Access Tariff. These billing elements apply only to the facilities of Northeast Florida that were used by SSI for the origination and delivery of the long distance calls from Northeast Florida's local switch to SSI's premises. The bills did not include the transport rate



element under Northeast Florida's FPSC Access Tariff since SSI's purchase of the PRI line provided the transport from Northeast Florida's local switch to SSI's switching premises.<sup>1</sup> Indeed, as shown in the sample monthly billing to SSI attached as Exhibit F, Northeast Florida billed SSI less than the amount that would have been due had Northeast Florida billed all originating access charge elements and then subtracted or credited the discounted PRI charges paid by SSI.

20. On or about July 25, 2003, Northeast Florida learned that SSI had discontinued the use of the local 653-2111 number to provide long distance service to its customers. Thereafter, recognizing the requirement that they pay originating access for their long distance service, SSI ordered "800" originating access service from Qwest, paid Qwest for such originating access, and Qwest in turn remitted Northeast Florida's tariffed originating access charges to Northeast Florida.

21. SSI refuses to pay Northeast Florida intrastate originating access charges due and payable of \$1,025,053.43, as well as interest and late payment penalties on said amount, for intrastate originating access services which SSI was required to order and purchase for the provision of its flat rate long distance calling service dating back to January 1, 2001 and continuing through July, 2003.

## **COUNT I**

### **Breach of Access Tariffs and Failure to Pay Tariff Charges**

22. Northeast Florida realleges the allegations made in paragraph 1 through 21 of this Complaint as though set forth fully herein.

23. During the period of January 1, 2001 through July 25, 2003, Northeast Florida had on file with the Commission access tariffs by which Northeast Florida provides interexchange

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<sup>1</sup>Section A19.1.8.4 of Northeast Florida's GSST regarding PRIs states: "Does not include company-concurred End User Common Line charges set forth in BellSouth's Access Services Tariff (in which Northeast [NEFCOM] concurs)."

carriers access services and billed and received charges for such services. Northeast Florida's FPSC Access Tariff requires payment of intrastate originating access charges by interexchange carriers for Northeast Florida's origination of interexchange traffic to SSI's end users, without regard to whether the interexchange traffic is transported by SSI or another exchange carrier and without regard to whether Internet protocol is utilized for the intermediary transport of the call between Northeast Florida's switch and the terminating local exchange carrier.

24. The interexchange calls originated by SSI's long distance customers at issue in this Complaint involve the use of traditional telephone handsets by the originating SSI customer and the terminating called party. The only difference between SSI's service and more traditional long distance service is that the call is transported between Northeast Florida's switch and the terminating local carrier's switch by the use of the Internet protocol rather than a traditional long distance network. SSI's service was used solely for voice calling and did not provide any enhanced information or data functionality to SSI's end users.

25. The FCC has already ruled that a long distance calling service such as that provided by SSI is subject to access charges. In *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges* ("AT&T Declaratory Ruling"),<sup>2</sup> the FCC considered the issue of whether AT&T's Internet Protocol ("IP")-enabled long distance service was subject to interstate terminating access charges. AT&T's service was described in Paragraph 11 of the *AT&T Declaratory Ruling* as follows:

11. In its petition, AT&T seeks a ruling that access charges do not apply to its specific service. AT&T's specific service consists of a portion of its *interexchange voice traffic routed over AT&T's*

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<sup>2</sup>19 FCC Rcd. 7457 (2004).

*Internet backbone.* Customers using this service place and receive calls with the *same telephones they use for all other circuit-switched calls.* The initiating caller dials 1 plus the called party's number, just as in any other circuit-switched long distance call. These calls are routed over Feature Group D trunks, and *AT&T pays originating interstate access charges to the calling party's LEC.*<sup>3</sup> Once the call gets to AT&T's network, AT&T routes it through a gateway where it is converted to IP format, *then AT&T transports the call over its Internet backbone. This is the only portion of the call that differs in any technical way from a traditional circuit-switched interexchange call, which AT&T would route over its circuit-switched long distance network.* To get the call to the called party's LEC, AT&T changes the traffic back from IP format and terminates the call to the LEC's switch through local business lines, rather than through Feature Group D trunks. Therefore, AT&T does not pay terminating interstate access charges on these calls. (footnotes omitted; emphasis supplied).

26. The FCC held that AT&T's service was a "telecommunications service" as defined under 47 U.S.C. §153(43) subject to interstate access charges.<sup>4</sup>

27. The service provided by AT&T at issue in the *AT&T Declaratory Ruling* is substantially similar to the long distance service provided by SSI at issue in this Complaint. Both are interexchange services that: (1) use ordinary customer premises equipment with no enhanced functionality; (2) originate and terminate on the public switch telephone network; and (3) undergo no net protocol conversion and provide no enhanced functionality to end users due to the telecommunications provider's use of IP technology.<sup>5</sup> Accordingly, SSI's interexchange service, like AT&T's service in the *AT&T Declaratory Ruling*, is subject to access charges. SSI has committed

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<sup>3</sup>In its Petition, AT&T did not even take issue with its liability for originating access charges.

<sup>4</sup>*AT&T Declaratory Ruling*, at ¶12, 17.

<sup>5</sup>*AT&T Declaratory Ruling*, at ¶1.

a material breach of Northeast Florida's FPSC Access Tariff by failing to order and pay for FGA originating access service as required by such tariffs. As a direct and proximate cause of SSI's material breach, SSI owes Northeast Florida originating intrastate access charges in the amount of \$1,025,523.43, in addition to interest and late payment penalties.

## **COUNT II**

### **Violation of Section 364.16(3)(a), Florida Statutes**

28. Northeast Florida realleges the allegations made in paragraph 1 through 27 of the Complaint as though fully set forth herein.

29. Section 364.16, Florida Statutes, was passed in 1995 by the Florida Legislature as part of comprehensive legislation opening local exchange telecommunications markets to competition.<sup>6</sup>

In so doing, the Legislature found that:

The transition from the monopoly provision of local exchange services to the competitive provision thereof will require appropriate regulatory oversight to protect consumers and provide for the development of fair and effective competition....

Section 364.01(3), Florida Statutes.

30. The Legislature also granted the Commission expanded powers to foster fair and effective competition including the power to "[e]nsure that all providers of telecommunications services are treated fairly, by preventing anti-competitive behavior and eliminating unnecessary regulatory restraint." See Section 364.01(4)(g), Florida Statutes.

31. Section 364.16(3) prohibits a CLEC who knowingly delivers traffic for which terminating access service charges would otherwise apply through local interconnection

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<sup>6</sup>See Chapter 95-403, Laws of Florida.

arrangements without paying the appropriate access charges for such terminating access service. Section 364.16(3)(a) equally applies, consistent with the Legislature's intent to ensure fair and effective competition, to local exchange companies who knowingly *originate* traffic for which originating access services charges would otherwise apply, through local interconnection arrangements. The Commission early on after the passage of the 1995 legislation framed 364.16(3)(a) in broad terms of applying both to originating and terminating access charge avoidance in Order No. PSC-1579-FOF-TP issued December 31, 1996. Beginning on or about January 1, 2001 and continuing through on or about July 25, 2003, SSI utilized its local interconnection arrangements through the ADS-PRI lines purchased from Northeast Florida to knowingly avoid payment of originating access charges for originating access service.

32. SSI knew that the traffic originated to Northeast Florida over the local ADS-PRI lines was, in fact, interexchange traffic, and that such traffic was knowingly originated over local trunk lines with the knowledge and intent that such method of delivery would result in the avoidance of payment of the applicable originating access charges to Northeast Florida.

33. Based on the foregoing, SSI has violated Section 364.16(3)(a), Florida Statutes, by knowingly originating traffic for which originating access service charges would otherwise apply, through a local interconnection arrangement without paying the appropriate charges for such originating access service. Northeast Florida has estimated the amount of access charges so avoided, for the period of January 1, 2001 through July 25, 2003, amounts to approximately \$1,025,523.43, plus interest and late payment penalties.

34. SSI has refused to comply with or willfully violated Section 364.16(3)(a), Florida Statutes.

WHEREFORE, for the reasons stated above, Northeast Florida respectfully requests that the Commission issue an Order:

A. Requiring an evidentiary hearing to the extent necessary to make a determination as to any disputed facts;

B. Find that SSI has failed to pay Northeast Florida originating access charges due and owing under Northeast Florida's Florida Public Service Commission-approved access tariffs;

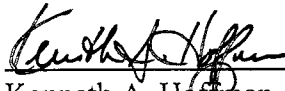
C. Find SSI to be in violation of Section 364.16(3)(a), Florida Statutes, for knowingly originating traffic for which originating access service charges would otherwise apply, through a local interconnection agreement, without paying the appropriate charges for such originating access service;

D. Require SSI to pay the sums identified herein for the unpaid access charges, plus interest at the maximum statutory rate, and applicable late payment penalties;

E. Find that SSI has refused to comply with or wilfully violated Section 364.16(3)(a), Florida Statutes, and is therefore subject to penalties to be determined by the Commission under Section 364.285, Florida Statutes; and

F. Granting such other and further relief as the Commission deems just and proper.

Respectfully submitted,



---

Kenneth A. Hoffman, Esq.  
Marsha E. Rule, Esq.  
Martin P. McDonnell, Esq.  
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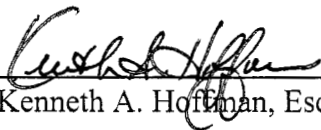
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2120 L Street, Northwest  
Washington, DC 20037  
(202) 828-5510 (Telephone)  
(202) 828-5568 (Telecopier)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing Complaint was furnished by Hand Delivery to the following this 30<sup>th</sup> day of January, 2006:

Suzanne Fannon Summerlin, Esq.  
Suzanne Fannon Summerlin, P.A.  
2536 Capital Medical Boulevard  
Tallahassee, FL 32309

Patrick K. Wiggins, Esq.  
Office of the General Counsel  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

  
\_\_\_\_\_  
Kenneth A. Hoffman, Esq.

nftc\complaintjan17.wpd



GENERAL SUBSCRIBER SERVICE TARIFF - FPSC #2

NORTHEAST FLORIDA TELEPHONE  
COMPANY d/b/a NEFCOM

First Revised Page 55  
Cancels Original Page 55

A2. GENERAL REGULATIONS

A2.11 ACCESS SERVICE

A2.11.1 General

Northeast Florida Telephone Company, hereinafter called the concurring company, except as specifically stated herein, assents to, adopts, and concurs in the Access Service Tariff filed with the Public Service Commission of Florida by BellSouth Telecommunications, Inc., hereinafter called the issuing company, as such tariff now exists, or as it may be revised, added to, or supplemented by superseding sheets or issues, for Access Service furnished by the issuing company and the concurring company (including such services as are also participated in by one or more other companies), and hereby makes itself a party thereto and obligates itself to observe each and every provision thereof.

Following implementation of intraLATA presubscription, customers may designate an interexchange carrier (IC) for intraLATA toll, another IC for interLATA toll, or the same IC for both. If a customer does not decide on an intraLATA IC, the customer will be assigned a "No PIC" status and will have to dial an access code to make an intraLATA toll call.

The following exceptions apply to the above concurrence:

A. Access Services Tariff, Section E13.3.3, Paragraph E.1.

- 1. The Company concurs in the NECA Tariff FCC No. 5, Section 13.4, for InterLATA Presubscription.

B. Access Services Tariff, Section E13.3.3, Paragraph G.

- 1. IntraLATA Presubscription Change Charge,  
per line or trunk

Nonrecurring Charge

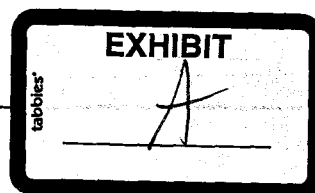
- a. Customer changes IntraLATA Carrier only \$5.00<sup>1</sup>
  - b. Additional charge when customer changes IntraLATA and InterLATA Carrier simultaneously \$2.75
- (T) (I)

C. Access Services Tariff, Section E13.3.3, Paragraph H.

- 1. The Company's nonrecurring charge for Unauthorized IntraLATA PIC Changes will concur with the NECA Tariff FCC No. 5, Section 17.4, for Unauthorized PIC Changes.

Note 1: New and existing customers will receive one free PIC change during the first 90 days following implementation of intraLATA toll presubscription.

By: Ric Bolduc, Manager of Revenue  
Development & Pricing



Effective: January 1, 2006

**RESALE AGREEMENT**

**dated as of SEPTEMBER 22, 1999**

**between**

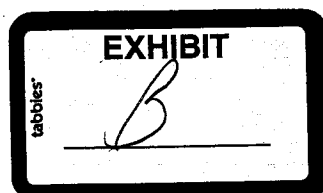
**NORTHEAST FLORIDA TELEPHONE COMPANY, INC.**

**as Company**

**AND**

**SOUTHEASTERN SERVICES, INC.**

**as Reseller**



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**RESALE AGREEMENT**

This **RESALE AGREEMENT** ("**Agreement**") is effective as provided herein, by and between NORTHEAST FLORIDA TELEPHONE COMPANY, INC., a Florida corporation ("**Company**"), and SOUTHEASTERN SERVICES, INC., a Florida corporation ("**Reseller**") (collectively, Company and Reseller shall be referred to as the "**Parties**". "**Party**" shall be the singular reference to "**Parties**").

**WITNESSETH:**

**WHEREAS**, the Company is an incumbent local exchange telecommunications company authorized to provide telecommunications services in the State of Florida; and

**WHEREAS**, Reseller is an alternative local exchange telecommunications company authorized to provide telecommunications services in the State of Florida;

**WHEREAS**, Reseller desires to resell the Company's telecommunications services under Section 251(c) (4) of the Federal Telecommunications Act of 1996; and

**WHEREAS**, the Company has agreed to provide such services to Reseller for "**Resale**" (as such term is defined in Section 3 below) purposes and pursuant to the terms and conditions set forth herein;

**NOW, THEREFORE**, for and in consideration of the mutual premises and promises contained herein, the Company and Reseller do hereby agree as follows:

1. RECITATIONS.

1.1. Recitations.

The above recitations are true and correct and form a material part of this Agreement.

2. TERM OF THE AGREEMENT.

2.1. Term of the Agreement.

2.1.1. The Parties shall file this Agreement with the Florida Public Service Commission (the "FPSC") as soon as practicable following its execution in accordance with the Federal Telecommunications Act of 1996 (the "Act") and unless rejected by the FPSC, it shall become effective when approved by the FPSC or when deemed approved under the Act. Pending approval of this Agreement by the Commission, the Parties agree to perform in accordance with applicable Law and pursuant to the terms of this Agreement as soon as reasonably practicable after this Agreement has been executed by both parties.

2.1.2. The Parties agree to perform pursuant to the terms of this Agreement for a period of two (2) years from the effective date of this Agreement. This Agreement shall apply to all of the Company's FPSC-certificated serving territory in the State of Florida as of the effective date of this Agreement.

2.1.3. Upon delivery of written notice at least one hundred sixty (160) days prior to the expiration of this Agreement, either Party may require negotiations of the rates, terms, and conditions of the resale arrangements to be effective upon such expiration. Unless deemed to be inconsistent with the Act, if the Parties are unable to satisfactorily negotiate such new terms within one hundred thirty five (135) days of commencing the negotiations, either Party may petition the FPSC to establish appropriate resale arrangements. In the event that the FPSC does not issue its order prior to the scheduled expiration date, the Parties agree that the rates, terms and conditions ultimately ordered by the FPSC or negotiated by the Parties will be effective retroactive to the expiration date. Until the revised resale arrangements become effective, the Parties shall continue to perform pursuant to the terms of this Agreement.

3. RATES.

3.1. Rates.

The rates by which Reseller is to purchase services from the Company for "Resale" (as such term is defined below) shall be at a discount of 12.68 percent (12.68%) ("**Discount**") off of the Company's tariffed retail rate for the telecommunications service. Such discount reflects the costs avoided by the Company when selling a service for wholesale purposes. For purposes of this Agreement, "**Resale**" shall mean an activity wherein an alternative local exchange telephone company ("**ALEC**") certificated by the FPSC, such as Reseller, subscribes to the

telecommunications services of the Company and then reoffers those telecommunications services to the public (with or without adding value).

4. GENERAL PROVISIONS.

4.1. General Provisions.

The following general provisions shall apply to this Agreement:

4.1.1. Reseller may resell the telecommunications services of the Company consistent with 47 U.S.C. § 251(b)(1), 47 U.S.C. § 251(c)(4) and appropriate regulatory mandates or constraints specified by the Federal Communications Commission ("FCC") or the FPSC. It is specifically understood that the services subject to resale under this Agreement does not include, by way of illustration and not limitation, the following: voice mail, inside wire installation and maintenance, customer premise equipment, Lifeline services or other similar government programs (underlying Telecommunications Service will be resold but Reseller must qualify its offering for these programs), promotions of less than ninety (90) days and Employee Concessions. It is also understood that this Agreement does not cover services offered by the Company's affiliates, such as, by way of illustration and not limitation, internet access, paging, interstate and interLATA long distance, and commercial mobile radio services (i.e., cellular and PCS).

4.1.2. The provision of services by the Company to Reseller does not constitute a joint undertaking or venture for the furnishing of any service.

4.1.3. Reseller will be the "Customer of Record" as defined below for all services purchased from the Company. Except as specified herein, the Company will take orders from, bill and receive payment from Reseller for all services. For purposes of this Agreement, "Customer of Record" shall mean the entity responsible for making application for service; requesting additions, rearrangements, maintenance or discontinuance of service; and for the payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc. The procedures and provisions of the Company's Local Service Resale Guidelines as they exist as of the effective date of this Agreement and may be modified by the Company from time to time are hereby incorporated herein by reference.

4.1.4. Reseller will be the Company's single point of contact for all services purchased by Reseller from Company pursuant to this Agreement. The Company shall have no contact with the "End User" as such term is defined below except to the extent provided for herein. For purposes of this Agreement, "End User" shall mean the ultimate user of the telecommunications services.

4.1.5. The Company will continue to bill the End User for any services that the End User specifies it wishes to receive directly from the Company. The Parties acknowledge that each Party may enter into exclusive arrangements with End Users within the Company's service area. To the extent permitted by law, for such exclusive arrangements as may exist



between a Party and an End User, each Party maintains the right to market, or bill for, its own telecommunications products and services, or otherwise serve directly any End User within the Company's service area, and in doing so may establish independent relationships with End Users of the other Party.

4.1.6. If allowed by law, the Company may serve directly any End User within the service area of Reseller. The Company may continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with End Users of Reseller.

4.1.7. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

4.1.8. Current telephone numbers may normally be retained by the End User. However, telephone numbers are the responsibility of the Company and are assigned to the service furnished. If an End User is delinquent or defaults on his or her account, and where such End User attempts to switch local exchange service providers, Reseller shall not undertake any action on such End User's behalf to maintain his or her then-current telephone number. Reseller has no right to the continuance of service through any particular central office. Consistent with Federal and State law, the Company reserves the right to change telephone numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary in its sole discretion to do so in the conduct of its business.

4.1.9. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Reseller.

4.1.10. Service is furnished subject to the condition that it will not be used for any unlawful purpose. Service can be disconnected to End Users on an individual basis if services were used for unlawful purposes. Service can be disconnected to Reseller if the Reseller is found to have used services for unlawful purposes.

4.1.11. Service will be disconnected if any law enforcement agency advises that the service being used is in violation of the law.

4.1.12. The Company can refuse service when it has reasonable grounds to believe that service will be used in violation of the Law.

4.1.13. The Company accepts no responsibility to any person for any unlawful act committed by Reseller or its End Users as part of providing service to Reseller for purposes of Resale or otherwise.

4.1.14. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding End Users of Reseller will be directed to Reseller. The Company will bill Reseller and the Reseller will pay the Company for any reasonable and

customary costs incurred by the Company for implementing any requests by law enforcement agencies regarding Reseller End Users.

4.1.15. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than the Company shall not:

- (a) Interfere with or impair service over any facilities of the Company, its partners, or the affiliates of its partners, or the connecting and concurring carriers involved in its service;
- (b) Cause damage to their plant;
- (c) Impair the privacy of any communications; or
- (d) Create hazards to any employees or the public.

4.1.16. Reseller shall not enhance or supplement the Company's network with equipment or services that impairs or interferes with the Company's network operations.

4.1.17. Facilities and/or equipment utilized by the Company to provide service to Reseller remain the property of the Company.

4.1.18. White page directory listings for Reseller's End Users will be provided in accordance with regulations set forth in Section A6 of the Company's Florida General Exchange Tariff and will be available for Resale to the extent doing so is consistent with FCC and FPSC rulings.

4.1.19. The Company will provide "End User Customer Record Information" (as such term is defined below) to the Reseller provided the Reseller has the appropriate Letter(s) of Authorization from the End User. The form of the Letter(s) of Authorization shall be in accordance with the Company's Local Services Resale Guidelines ("**Resale Guidelines**"). The Company will provide End User Customer Record Information via U.S. mail or fax. For purposes of this Agreement, "**End User Customer Record Information**" shall mean certain End User customer information which may include, without limitation: (i) telephone number or other means of identification; (ii) listed name; (iii) listed address; (iv) directory listing information; (v) directory delivery information; (vi) billing names; (vii) billing address; (viii) service address; (ix) product and service information; (x) primary interexchange carrier ("**PIC**") and local primary interexchange carrier ("**LPIC**").

4.1.20. Reseller agrees to compensate the Company for all reasonable and customary costs incurred by the Company associated with providing such End User Customer Record Information to Reseller. Reseller will adopt and adhere to the Company's Resale Guidelines, as amended from time to time, for each method of providing End User Customer Record Information as set forth in the Company's Resale Guidelines, as amended from time to time.

5. COMPANY'S PROVISION OF SERVICES TO RESELLER.

5.1. Company's Provision of Services to Reseller.

Reseller agrees that its Resale of Company services shall be as follows:

5.1.1. The Resale of telecommunications services shall be subject to a restriction of cross class selling of residential and business services. This means that the Reseller shall not resell residential service to business customers and vice versa.

5.1.2. If telephone service is established and it is subsequently determined that cross class selling restrictions have been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest at the rate set forth in Section A2 of the Company's Florida General Exchange Tariff shall be assessed by the Company and compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to the Company.

5.1.3. The Company reserves the right to periodically audit services purchased by Reseller to establish authenticity of use. The Company shall conduct such audit(s) within normal business hours and upon reasonable notice to Reseller. Such audit shall not occur more than once in a calendar year. Reseller shall make any and all records and data available to the Company or the Company's auditors on a reasonable basis. The Company shall bear the cost of said audit. Any and all information the Company develops during the course of any such audit shall be used solely and entirely for the purpose of the audit and the resolution of disputes pursuant to Section 16. Except as reasonably necessary for the resolution of a dispute under Section 16, such information shall not be disclosed to any other person without the express prior written consent of Reseller separate and apart from this Agreement and, in the absence of such written consent, such information shall be returned to Reseller within a reasonable period subsequent to the conclusion of the audit.

5.2. Consistency of Resold Services.

Resold services can only be used in a manner consistent with the Act and the effective rulings and regulations of the FCC and FPSC. Neither party waives its right to challenge any such rulings or regulations.

5.3. Resale Service Area.

Reseller may resell the Company's services only within the specific "Resale Service Area" (as such term is defined below) as defined in its certificate in the Company's service territory in the State of Florida. For purposes of this Agreement, "Resale Service Area" shall mean that certain area, as defined in Company's FPSC approved certificate of operation, within which an ALEC, such as Reseller, may offer resold local exchange telecommunications service.

5.4. Resale of Information.

Resale of information transmitted via calling service features is governed by Federal and State law.

6. MAINTENANCE OF SERVICES.

6.1. Maintenance of Services.

Notwithstanding anything herein to the contrary, maintenance of services hereunder shall be as established in accordance with the Company's Resale Guidelines, as amended from time to time, and as follows:

6.1.1. Services resold under the Company's Florida General Exchange Tariff and facilities and equipment provided by the Company shall be maintained by the Company.

6.1.2. Reseller or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the prior written consent of the Company.

6.1.3. Each Party shall notify the other Party of situations related to service disruption and/or degradation of service associated with network or technical functions.

6.1.4. Reseller will be the Company's single point of contact for all repair calls on behalf of Reseller's End Users. The Parties agree to provide one another with contact numbers for such purposes.

6.1.5. Reseller will contact the Company repair center in accordance with procedures established by the Company in its Resale Guidelines, as amended from time to time.

6.1.6. For all repair requests, Reseller accepts responsibility for adhering to the Company's prescreening guidelines in the Company's Resale Guidelines, as amended from time to time, prior to referring the trouble to the Company.

6.1.7. The Company will bill Reseller for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what the Company charges to its retail customers for the same services.

6.1.8. The Company reserves the right to contact Reseller's customers, if deemed necessary, for maintenance purposes within the spirit of this Agreement.

7. ESTABLISHMENT OF SERVICE.

7.1. Establishment of Service.

Notwithstanding anything herein to the contrary, the establishment of service hereunder shall be as established in accordance with the Company's Resale Guidelines, as amended from time to time, and as follows:

7.1.1. Reseller will provide the Company's business office with the necessary documentation to enable the Company to establish a master account for Reseller. Such documentation shall include an application for master account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carrier Association ("NECA") and a tax exemption certificate, if applicable. When necessary "Deposit" (as such term is defined below) requirements are met, the Company will begin taking orders for the Resale of services. For purposes of this Agreement, "Deposit" shall mean assurance provided by the Reseller in the form of cash, surety bond or bank letter of credit to be held by the Company.

7.1.2. Service orders will be in a standard format designated by the Company.

7.1.3. If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service with the appropriate local service provider and will assess Reseller, as the ALEC initiating the unauthorized change, an unauthorized change charge of \$20.00 for each residential and business access line. In addition, appropriate nonrecurring charges as set forth in Section A4 of the Company's Florida General Exchange Tariff will be assessed to Reseller. Similarly, if Reseller determines that an unauthorized change of Reseller's End User to the Company has occurred, the Company will reestablish the End User's service with Reseller and will credit Reseller an amount equal to the above described charge. The Parties acknowledge that unauthorized changes to local service may occur in other circumstances, and the parties hereby reserve their respective rights to address such circumstances. These charges can be adjusted if Reseller provides satisfactory proof of authorization.

7.1.4. The Company will, in order to safeguard its interests, require Reseller to make a deposit to be held by the Company as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of service as security for the payment of any and all amounts accruing for the service.

7.1.5. Such Deposit may not exceed two months' estimated billing.

7.1.6. The fact that a Deposit has been made by Reseller in no way relieves Reseller from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the

regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

7.1.7. The Company reserves the right to increase the Deposit requirements when, in its sole and reasonable judgment, the conditions justify such action.

7.1.8. In the event that Reseller defaults on its account, service to Reseller will be terminated and any Deposits held will be applied to its account.

7.1.9. In the case of a cash Deposit, interest at the rate of six percent per annum shall be paid to Reseller during the continuance of the Deposit. Interest on a Deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

## 8. PAYMENT AND BILLING ARRANGEMENTS.

### 8.1. Payment and Billing Arrangements.

Notwithstanding anything herein to the contrary, payment and billing arrangements hereunder shall be as established in accordance with the Company's Resale Guidelines, as amended from time to time, and as follows:

8.1.1. Payment of all charges will be the responsibility of Reseller. Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Reseller from Reseller's customer. The Company will not become involved in billing disputes that may arise between Reseller and its customers.

8.1.2. The Company will bill Reseller, monthly in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charges for usage or usage allowances.

8.1.3. As the Customer of Record, the Company will also bill to Reseller, and Reseller will be responsible for and remit to the Company, all charges applicable to its resold services including, but not limited to, franchise fees, federal, state and/or local jurisdiction taxes, as well as any other charges of a similar nature, if any, in accordance with the Company's Resale Guidelines, as amended from time to time, and/or applicable law.

8.1.4. Upon proof of tax exempt certifications from Reseller, the total amount billed to Reseller will not include any taxes due from the End User. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the End User.

8.1.5. Payment by Reseller will be due and payable in accordance with the Company's Resale Guidelines, as amended from time to time, within thirty (30) days of the bill date and is payable in immediately available funds. Payment is considered to have been made

when received by the Company. If payment is not received by Company by the payment due date, a late payment charge, as set forth in Subsection 8.1.6 following, shall apply.

8.1.6. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment charge shall be due to the Company. The late payment charge shall be the portion of the payment not received by the payment due date times a late factor of one and one half percent (1.5%) per month of the balance due, or the highest interest rate allowed by law, whichever is less, until the amount due is paid in full.

8.1.7. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company.

8.1.8. The Company will not perform any billing and collection services for Reseller as a result of the execution of this Agreement.

8.1.9. Pursuant to 47 CFR Section 51.617, the Company will bill and the Reseller shall pay the then current End User Common Line Charges ("EUCL") and any functionally equivalent charges authorized or required by the FPSC or FCC from time to time.

8.1.10. The Company will not become involved in disputes between Reseller and Reseller's End User customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Reseller may contact the Company's business office for assistance with resolution. The Company will make commercially reasonable efforts to assist in the resolution of the dispute and agrees in good faith to work with Reseller to resolve the matter in a reasonable amount of time. Reseller may be required to submit documentation to substantiate the claim.

## 9. DISCONTINUANCE OF SERVICE.

### 9.1. Discontinuance of Service.

Notwithstanding anything herein to the contrary, the procedures for discontinuing service to an End User hereunder shall be as established in accordance with the Company's Resale Guidelines, as amended from time to time, and as follows:

9.1.1. Where possible, the Company will deny service to Reseller's End User on behalf of and upon receipt of a written request from Reseller. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of Reseller.

9.1.2. Upon receipt of the written request of Reseller, the Company will disconnect a Reseller End User customer.

9.1.3. All requests by Reseller for denial or disconnection of an End User for nonpayment must be in writing.

9.1.4. Reseller will be made solely responsible for notifying the End User of the proposed disconnection of the service.

9.2. Procedures for Discontinuing Service.

Notwithstanding anything herein to the contrary, the procedures for discontinuing service to Reseller hereunder shall be as established in accordance with the Company's Resale Guidelines, as amended from time to time, and as follows:

9.2.1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of the Company's Florida General Exchange Tariff.

9.2.2. If payment of account by Reseller is not received by Company by the bill payment due date, the Company may provide written notice to Reseller that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifth day following the date of the notice. If the Company does not refuse additional applications for service on the date specified in the notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.

9.2.3. If payment of account is not received, or arrangements made, by the bill payment due date in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

9.2.4. If Reseller fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty (30) days' written notice to the person designated by Reseller to receive notices of noncompliance, discontinue the provision of existing services to Reseller at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to Reseller without further notice.

9.2.5. If payment of account is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to Reseller's End Users will be denied. The Company will also reestablish service at the request of the End User or Reseller upon payment of the appropriate connection fee and subject to the Company's normal application



procedures. Reseller is solely responsible for notifying the End User of the proposed disconnection of the service.

9.2.6. If within fifteen (15) days after an End User's services have been denied no contact has been made in reference to restoring service, the End User's service will be disconnected.

## 10. AUDITS.

### 10.1. Audits.

Each Party will keep adequate records of all collection, payments and other transactions under this Agreement. Upon thirty (30) days prior written notice, either Party may request an audit of the usage reports or billing data supplied by the other Party hereunder and any such audit shall be accomplished during normal business hours at the office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits may be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. A request for an audit must be received within one (1) year of receipt of the records or usage reports from the audited Party. Auditors hereunder shall not be compensated on a contingent fee basis.

## 11. REPRESENTATIONS AND WARRANTIES.

### 11.1. Company's Representations.

Company represents and warrants to Reseller the following:

11.1.1. Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is authorized to transact business and holds a certain Certificate of Public Convenience and Necessity from the FPSC in the State of Florida.

11.1.2. Company, and the undersigned signatory executing this Agreement on behalf of Company are duly authorized and empowered to enter into this Agreement with Reseller.

11.1.3. To the best of the undersigned's actual knowledge on behalf of Company, neither the entering into of this Agreement nor the performance or satisfaction by Company of its obligations and liabilities hereunder nor the exercise by Company of any of its rights or options hereunder will constitute or result in a violation or breach by Company of any judgment, order, writ, injunction or decree issued against or imposed upon it, or to the best of the undersigned's actual knowledge on behalf of Company will result in a violation of any applicable Law.

11.1.4. To the best of the undersigned's actual knowledge and belief on behalf of Company, there is no action, suit, proceeding or investigation pending or threatened, which would prevent, impair or which questions the validity or enforceability of this Agreement or any

action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

11.1.5. Except as provided in subsection 2.1.1 of this Agreement, no further approval, consent, order or authorization of, or designation, registration or filing with, the United States and any state, county, city or political subdivision thereof, and any board, bureau, council, commission, department, agency, court, legislative body or other instrumentality of the United States or any state, county, city or political subdivision thereof (collectively, "**Governmental Authority**"), is required in connection with the due and valid execution and delivery of this Agreement and compliance with the provisions hereof by Company.

11.1.6. Company shall perform its obligations hereunder using reasonable care.

11.2. Reseller's Representations.

Reseller represents and warrants to Company the following:

11.2.1. Reseller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is authorized to transact business in the State of Florida.

11.2.2. Reseller, and the undersigned signatory executing this Agreement on behalf of Reseller are duly authorized and empowered to enter into this Agreement with Company.

11.2.3. To the best of the undersigned's actual knowledge on behalf of Reseller, neither the entering into of this Agreement nor the performance or satisfaction by Reseller of its obligations and liabilities hereunder nor the exercise by Reseller of any of its rights or options hereunder will constitute or result in a violation or breach by Reseller of any judgment, order, writ, injunction or decree issued against or imposed upon it, or to the best of the undersigned's actual knowledge on behalf of Reseller will result in a violation of any applicable Law.

11.2.4. To the best of the undersigned's actual knowledge and belief on behalf of Reseller, there is no action, suit, proceeding or investigation pending or threatened, which would prevent, impair or which questions the validity or enforceability of this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

11.2.5. Except as provided in subsection 2.1.1 of this Agreement, no further approval, consent, order or authorization of, or designation, registration or filing with, any Governmental Authority is required in connection with the due and valid execution and delivery of this Agreement and compliance with the provisions hereof by Reseller.

11.2.6. Reseller shall perform its obligations hereunder using reasonable care.

12. LIMITATIONS OF LIABILITY AND INDEMNIFICATIONS.

12.1. Limitations of Liability and Indemnifications.

The Parties agree that the following limitations of liability and indemnifications shall apply:

12.1.1. Except for the willful misconduct or gross negligence of either Party hereto, neither Company nor Reseller will be liable to the other for either Party's indirect, incidental, special or consequential damages (including, but not limited to, lost profits) arising, in whole or in part, from either Party's actions, omissions, mistakes, or negligence relating to performance under this Agreement (including, but not limited to, breaches of this Agreement).

12.1.2. Neither Party shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

12.1.3. Each Party assumes no liability for the accuracy of data provided by a third party and each Party agrees to indemnify and hold harmless the other Party for any third party claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement or as a result of the furnishing of service hereunder.

12.1.4. Company shall indemnify and hold harmless Reseller, its "Affiliates" and the respective officers, directors, employees and agents of each from all liabilities, damages, costs and expenses (including reasonable counsel fees) incurred in connection with any claim arising out of Company's breach of any representation, warranty or obligation hereunder. For purposes of this Agreement, "Affiliates" shall mean as to any entity, any other entity which is controlled by, controls, or is under common control with such entity. The term "control" in this definition (including, the terms "controlled", "controlled by" and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity. The term "Affiliates" shall be the plural reference to "Affiliate".

12.1.5. Reseller shall indemnify and hold harmless Company, its "Affiliates", and the respective officers, directors, employees and agents of each from all liabilities, damages, costs and expenses (including reasonable counsel fees) incurred in connection with any claim arising out of Reseller's breach of any representation, warranty or obligation hereunder.

12.1.6. Reseller accepts responsibility for providing access for maintenance purposes of any services resold under the provisions of this Agreement. The Company shall not be responsible for any failure on the part of Reseller with respect to any End User of Reseller.

12.1.7. The Indemnified Parties shall be indemnified, defended and held harmless by Reseller and/or the End User against any claim, loss or damage arising from the use of services offered for Resale involving (i) claims for libel, slander, invasion of privacy or

infringement of copyright arising from Reseller's or End User's communications; (ii) claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the End User or Reseller; and (iii) all other claims arising out of an act or omission of Reseller or its End User in the course of using services.

12.1.8. The Party seeking indemnification under this Agreement (the "Indemnified Party") shall give notice to the Party required to provide indemnification hereunder (the "Indemnifying Party") promptly after the Indemnified Party has actual knowledge of any claim as to which indemnity may be sought hereunder. The Indemnified Party shall permit the Indemnifying Party (at the Indemnifying Party's expense) to assume the defense of any claim or litigation resulting therefrom; provided, that: (i) counsel for the Indemnifying Party who shall conduct the defense of such claim or litigation shall be reasonably satisfactory to the Indemnified Party; (ii) the Indemnified Party may participate in such defense, but only at the Indemnified Party's own cost and expense; and (iii) the omission by the Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its indemnification obligations hereunder except to the extent that such omission results in a failure of actual notice to the Indemnifying Party and the Indemnifying Party is damaged as a result of such failure to give notice.

12.1.9. The Indemnifying Party shall not, except with the consent of the Indemnified Party, consent to entry of any judgment or administrative order or enter into any settlement that: (i) could affect the intellectual property rights of the Indemnified Party; or (ii) does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party of a release from all liability with respect to such claim or litigation.

12.1.10. In the event that the Indemnified Party shall reasonably and in good faith determine that the conduct of the defense of any claim subject to the indemnification hereunder or any proposed settlement of any such claim by the Indemnifying Party might be expected to affect adversely the Indemnified Party's intellectual property rights or ability to conduct future business, the Indemnified Party shall have the right at all times to take over and assume control over the defense, settlement negotiations or lawsuit relating to any such claim at the sole cost and expense of the Indemnifying Party; provided that if the Indemnified Party does so take over and assume control, the amount of the indemnity required to be paid by the Indemnifying Party shall be limited to the amount which the Indemnifying Party is able to demonstrate that it could have settled the matter for immediately prior to the time of such assumption.

12.1.11. In the event that the Indemnifying Party does not accept the defense of any matter as above provided, the Indemnified Party shall have the full right to defend against any such claim or demand, and shall be entitled to settle or agree to pay in full such claim or demand, in its sole discretion without waiving its right to indemnification hereunder.

12.1.12. The provision of this Article 12 shall survive the expiration or sooner termination of this Agreement.

13. ASSIGNMENT AND BINDING EFFECT.

13.1. Assignment and Binding Effect.

Neither Party may assign, transfer, or sublease (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to any third party (including, a partner, corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its operations, assets or equity in Florida) without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer not permitted under this Agreement shall be void ab initio. Without limiting the foregoing, with respect to any approved assignment, transfer and/or sublease hereunder, the assignor, transferor, and/or sublessor, as the case may be, shall be released from the right, duties and obligations in this Agreement and such rights, duties and obligations shall extend to, be binding upon and inure to the benefit of such assignee, transferee and/or sublessee, as the case may be.

14. RIGHTS CUMULATIVE.

14.1. Rights Cumulative.

All rights, remedies, powers and privileges conferred under this Agreement on the Parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by Law.

15. CONFIDENTIALITY OF PROPRIETARY DATA.

15.1. Confidentiality of Proprietary Data.

The Parties agree that that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and similar information (collectively, "**Confidential Information**"). The Confidential Information shall either be in writing or other tangible forms and clearly marked with a confidential, private or proprietary legend (except for all information reviewed pursuant to Article 10 which shall be protected hereunder, whether or not so marked) or when the Confidential information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Confidential Information shall be returned to the owner within a reasonable time. Except as otherwise required by Law or the rules of the FPSC, Company and Reseller agree not to disclose Confidential Information to any third party other than to their respective directors, officers, employees and agents and advisors (including, legal, financial and accounting advisors) as needed to effectuate this Agreement. If Confidential information must be produced to the FPSC, it shall be provided pursuant to the FPSC's rule regarding confidential information.

16. DEFAULTS OR VIOLATIONS.

16.1. Defaults or Violations.

If disputes arise with regard to this Agreement or its Attachments during the term of this Agreement, the dispute resolution process established by the FPSC shall apply and the resolution resulting from that process shall be binding on the Parties.

17. LIMITATION OF USE.

17.1. Limitation of Use.

The Parties agree that this Agreement shall not be proffered by either Party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.

18. NO WAIVER.

18.1. No Waiver.

No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either Party unless in writing and executed by the other Party as the case may be. Neither the failure of either Party to insist upon a strict performance of any of the agreements, terms, covenants and conditions hereof, nor the acceptance of any payments from either Party with knowledge of a breach of this Agreement by the other Party in the performance of its obligations hereunder, shall be deemed a waiver of any rights or remedies that Company or Reseller may have or a waiver of any subsequent breach or default in any of such agreement, terms, covenants and conditions.

19. ARM'S LENGTH NEGOTIATIONS.

19.1. Arm's Length Negotiations.

This Agreement is being executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned Parties that this Agreement is in the interests of all Parties.

20. RESALE TARIFF.

20.1. Resale Tariff.

In the event that after the effective date of this Agreement, the Company files and subsequently receives approval for one or more intrastate tariffs (each hereinafter referred to as a "Resale Tariff") offering to provide within the State of Florida any of the arrangements covered by this Agreement upon other terms, then upon such Resale Tariff becoming effective, the

Company shall be deemed thereby to have offered such arrangements to Reseller upon such other terms, which Reseller may accept. In the event that Reseller accepts such offer, such other terms shall be effective between the Company and Reseller as of the date on which Reseller accepts such offer in writing.

20.2. FCC/FPSC Order.

In the event that after the effective date of this Agreement the FCC or the FPSC enters an order finding any term or provision of this Agreement between the Company and Reseller, or any substantially similar term or provision between the Company and any other local exchange provider, unlawful or otherwise in contravention of federal law, rule or policy, then upon such order becoming final and not subject to further administrative or judicial review, the Parties shall negotiate promptly and in good faith to amend the Agreement to substitute contract provisions that are consistent with such order.

21. NOTICES.

21.1. Notices Requirements.

Any notice, demand, request, offer, consent, approval or communication to be provided under this Agreement shall be in writing and shall be deemed received: (i) two (2) business days after it is deposited, postage prepaid, in the United States mail, certified or registered mail with a return receipt requested, addressed (as the case may be) to Company at Company's address shown herein, or to Reseller at Reseller's address shown herein; (ii) the next day after it is deposited with a nationally recognized and reputable air courier addressed (as the case may be) to Company at Company's address shown herein, or to Reseller at Reseller's address shown herein; or (iii) the same day it is personally delivered (as the case may be) to Company at Company's address shown herein, or to Reseller at Reseller's address shown herein.

21.2. Notices Addresses.

Notices addresses for the Parties are set forth as follows:

If to Company: Northeast Florida Telephone Company, Inc.  
130 North 4<sup>th</sup> Street  
P. O. Box 485  
Macclenny, FL 32063-0485  
Attention: Deborah Nobles

With a copy to: J. Jeffry Wahlen, Esquire  
Ausley & McMullen  
P. O. Box 391  
Tallahassee, FL 32302

If to Reseller: Southeastern Services, Inc.  
P. O. Box 365  
Macclenny, Florida 32063-0365  
Attention: Mark Woods

With a copy to: Daniel D. Akel, Esquire  
Holbrook, Akel, Cold, Stiefel & Ray, P.A.  
Jacksonville, FL 32202-5059

21.3. Different Address.

Either Party may designate a different representative and/or address for receiving notice hereunder by giving thirty (30) days prior written notice to the other Party in accordance with the provisions hereof.

21.4. Refusal of Notice.

If any notice is tendered and is refused by the intended recipient, such notice shall, nonetheless, be considered to have been given and shall be effective as of the date provided herein.

22. ACCORD AND SATISFACTION.

22.1. Accord and Satisfaction.

Payment by either Party, or receipt or acceptance by a receiving Party hereto, of any payment due hereunder in an amount less than the amount required to be paid hereunder shall not be deemed an accord and satisfaction, or a waiver by the receiving Party of its right to receive and recover the full amount of such payment due hereunder, notwithstanding any statement to the contrary on any check or payment or on any letter accompanying such check or payment. The receiving Party may accept such check or payment without prejudice to the receiving Party's right to recover the balance of such payment due hereunder or to pursue any other legal or equitable remedy provided in this Agreement.

23. PROMOTIONS.

23.1. Company's Promotions.

Except as specifically permitted by Company in this Agreement, Reseller shall acquire no right under this Agreement to use, and shall not use, the name of "Northeast Florida Telephone Company" or "NEFCOM" (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of Company or any of its related, Affiliated or subsidiary companies, in any of its advertising, publicity or promotion; to express or imply any endorsement by Company of its services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Company reserves the right to



approve or disapprove, in its sole discretion, any advertising and promotional materials to be used on, within, in conjunction with, or in any way mentioning advertising or promoting Reseller's business with respect to Company's systems. This Section 23 shall survive the expiration or sooner termination of this Agreement.

23.2. Reseller's Promotions.

Except as specifically permitted by Reseller in this Agreement, Company shall acquire no right under this Agreement to use, and shall not use, the name of "Southeastern Services, Inc." (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of Reseller or any of its related, Affiliated or subsidiary companies, in any of its advertising, publicity or promotion; to express or imply any endorsement by Reseller of its services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Reseller reserves the right to approve or disapprove, in its sole discretion, any advertising and promotional materials to be used on, within, in conjunction with, or in any way mentioning advertising or promoting Company's business with respect to Reseller's systems. This Section 23 shall survive the expiration or sooner termination of this Agreement.

24. AGREEMENT DOES NOT BENEFIT NON-PARTIES.

24.1. Agreement Does Not Benefit Non-Parties.

In entering into, and in performing under, this Agreement, the Parties do not intend to benefit in any way, any person who is not one of the two Parties to this Agreement. This Agreement does not enlarge, add to, or change, in any way, any rights of any non-parties which would exist if this Agreement did not exist.

25. FORCE MAJEURE.

25.1. Force Majeure.

Except as otherwise expressly provided in this Agreement, and except with respect to any failure to pay any sum due hereunder as a result of the bankruptcy, insolvency or refusal or inability to pay, if either Party shall be delayed or hindered in whole or in part, or prevented from, the performance of any non-monetary covenant or obligation hereunder as a result of acts of God, fire or other casualty, earthquake, hurricane, flood, epidemic, landslide, enemy act, war, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, general unavailability of certain materials, strikes, boycotts, lockouts, labor disputes or work stoppage beyond the control of either Party hereto, then the performance of such covenant or obligation, shall be excused for the period of such delay, hindrance or prevention and the period of the performance of such covenant or obligation shall be extended by the number of days equivalent to the number of days of such delay, hindrance or prevention.

26. SEVERABILITY.

26.1. Severability.

If any clause or provision of this Agreement is illegal, invalid or unenforceable under applicable present or future Laws effective during the term of this Agreement, the remainder of this Agreement shall not be affected. In lieu of each clause or provision of this Agreement which is illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as nearly identical as may be possible and as may be legal, valid and enforceable. Notwithstanding the foregoing, in the event any clause or provision of this Agreement is illegal, invalid or unenforceable as aforesaid and the effect of such illegality, invalidity or unenforceability is that either Party no longer has the substantial and material benefit of its bargain under this Agreement, then, in such event, such Party may, in its discretion, request good faith renegotiation with the other Party of such illegal, invalid or unenforceable provision. If the Parties do not reach agreement on such provision within 30 days of the date of such request, either Party may cancel and terminate this Agreement (if allowable by applicable law) upon providing reasonable advance written notice thereof to the other Party.

27. GOVERNING LAW.

27.1. Governing Law.

This Agreement shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, and, where applicable, the laws of the United States of America.

28. FORUM AND VENUE FOR LEGAL PROCEEDINGS.

28.1. Forum and Venue for Legal Proceedings.

Any legal proceeding of any nature brought by either Party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted exclusively for trial, before the Circuit Court for Baker County, Florida; or if such court shall not have jurisdiction, then before any other court or administrative body sitting in the State of Florida having subject matter jurisdiction. The Parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto.

29. RELATIONSHIP DISCLAIMER.

29.1. Relationship Disclaimer.

The Parties hereby acknowledge that it is not their intention to create between themselves a partnership, joint venture, fiduciary, employment or agency relationship for the purposes of this Agreement, or for any other purpose whatsoever. Accordingly, notwithstanding any expressions

or provisions contained herein or in any other document, nothing in this Agreement or in any documents executed or delivered or to be executed or delivered shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, fiduciary, employment or agency relationship of any kind or nature whatsoever between the Parties hereto.

29.2. Construction of Agreement.

This Agreement has been fully reviewed and negotiated by the Parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which Party hereto or its counsel drafted the provisions being interpreted.

30. ENTIRE AGREEMENT; NO OFFER.

30.1. Entire Agreement; No Offer.

This Agreement and the Company's Resale Guidelines, as amended from time to time, contain the entire Agreement of Company and Reseller with respect to the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of any force or effect. In the event of any conflict between the terms and conditions of this Agreement and those of the Company's Resale Guidelines, as amended from time to time, those terms and conditions of this Agreement shall govern. This Agreement shall be modified only by a written agreement executed by both Parties with the same formalities as this Agreement. All prior agreements or communications that are the subject matter of this Agreement are and shall be merged into this Agreement and shall have no force or effect. Neither any submission of this Agreement by one Party to the other, nor any correspondence or other communications between the Parties in connection therewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the Parties unless and until one or more duplicates of this Agreement has been fully executed and delivered between the Parties. Accordingly, any such submission, communications or correspondence between the Parties or their respective agents or attorneys is intended only as non-binding discussions prior to such execution, and either Party shall have the absolute right to withdraw from such discussions without any liability whatsoever to the other Party prior to such execution.

31. COUNTERPARTS.

31.1. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

32. EXECUTION.

32.1. Execution.

Company and Reseller hereby authorize and execute this Agreement.

**COMPANY:**

**NORTHEAST FLORIDA  
TELEPHONE COMPANY, INC.**

By: \_\_\_\_\_

Name: Leon Conner

Title: President

Date: September 22, 1999

**RESELLER:**

**SOUTHEASTERN SERVICES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NORTHEAST FLORIDA  
TELEPHONE COMPANY, INC.

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A19. ADVANCED DIGITAL SERVICES (ADS)

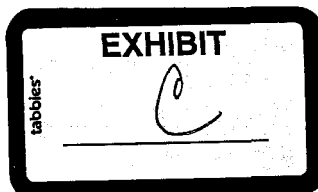
A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRI)

A19.1.1 General

- A. ADS-PRI Service, the Company's Primary Rate Integrated Service Digital Network (ISDN), is an IntraLATA group of offerings supported by the ISDN architecture.
- B. ADS-PRI Service provides a DS1 (1.544 Mbits) access link to the telecommunications network and provides integration of multiple voice and data transmission channels on the same line. The service provides connectivity between an ISDN PBX or other ISDN-compatible Customer Provided Equipment (CPE) and a serving central office. The basic channel structure for ADS-PRI is twenty-three 64 Kbps B Channels and one 64 Kbps D Channel. These B Channels may be used to connect the customer's CPE to the Public Switched Telephone Network (PSTN) through outward, inward, or two-way trunks, and/or WATS/800 Service access lines.

The D Channel carries out-of-band signaling for the B Channels. ADS-PRI provides access to and from the Public Switched Network (PSTN).

- C. ADS-PRI service is a service for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service.



By: Gladys R. Walker, President

Effective:

DEC 21 1997

NORTHEAST FLORIDA  
TELEPHONE COMPANY, INC.

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A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRI) (Cont'd.)

A19.1.1 General (Cont'd.)

- D. This service is available within properly equipped Company exchanges within the LATA in which those exchanges operate. The calling scope for an ADS-PRI Service is limited to other appropriately equipped exchanges located within the LATA.
- E. An ADS-PRI subscriber's premises need not be within the actual ADS-PRI Service serving office area to obtain ADS-PRI service. When a subscriber's serving central office is located outside the ADS-PRI calling scope, the subscriber may order ADS-PRI service in one of the two following ways:
1. To obtain ADS-PRI service with a local calling scope that matches the local calling scope of the subscriber's serving exchange, transport of the service to the remote serving central office is provided at no charge to the ADS-PRI subscriber; or
  2. To obtain the same local calling scope as the distant ADS-PRI serving office, a subscriber must pay for transport by applying the distance-sensitive Foreign Exchange (FX) rates.

(D)

By: Gladys R. Walker, President

Effective:

JAN 12 1998

A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRI) (Cont'd.)

A19.1.1 General (Cont'd.)

- F. Directory Listings for ADS-PRI are provided in accordance with Section A6 of this Tariff. Additional directory listing numbers and/or ranges of directory number listings can be added.
- G. Customer requests for ancillary services (such as Additional Directory Listings) compatible with ISDN-PRI Service will be furnished under the rates and regulations found in other sections of this Tariff.
- H. ADS-PRI Service does not include terminal equipment and/or special power arrangements at the customer's premises. (D)  
(T)

A19.1.2 Definitions

Basic definitions for ADS (ISDN-based) Services are listed as follows:

- A. ADS-PRI Line Capacity - (B Channel Inward Only) Twenty-three 64 Kbps B Channels and one 64 Kbps D Channel.

## A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRI) (Cont'd.)

## A19.1.2 Definitions (Cont'd.)

- B. ADS-PRI Service Areas - A geographic local service area for the exchange equipped to provide ISDN service. The ADS-PRI service area includes exchanges or parts of exchanges served via Extended Local Calling (ELC) Service Plans. (T)
- C. B Channel (Bearer Channel) - A communications path capable of transmitting information at a speed of up to 64 Kbps. ADS B Channel interconnection through non-ISDN-equipped central offices may be converted to analog signal or sub-rated to 56 Kbps. This communications path may be used by a customer for communications (e.g., voice, data, video and image) between customer-specified locations.
- D. B Channel Basic Access - Service that provides circuit switching for voice or data transmission at rates up to 64 Kbps.
- E. B Channel Universal Access - Service that provides continuity between the ISDN-PRI circuit and the Public Switched Network (PSTN). This termination is equipped with services such as WATS and 800 Common Line Services.
- F. Circuit-Switched Data - Allows the user to originate and receive voice data over a single circuit-switched B Channel.



A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRI) (Cont'd.)

A19.1.2 Definitions (Cont'd.)

- G. Circuit-Switched Voice - Allows the user to originate and receive voice calls over a single circuit-switched B Channel.
- H. Clear Channel Capability - A characteristic of the transmission paths on the B Channels that allows the full bandwidth of 64 Kbps to be available to the customer. It is also possible to bridge the two B Channels provided with ADS-PRI Access to achieve data transmission speeds of 128 Kbps.
- I. D Channel (Delta Channel) - A communications path designated to send and receive signaling messages at a speed of 64 Kbps.
- J. Simulated Facility Group (SFG) - An SFG simulates lines and trunks in software. When SFG is accessed, the central office counts the number of paths allowed and checks the availability of a virtual path. If a path is available, the call is routed for access. If none is available, the call is blocked.
- K. Terminal - Customer-provided equipment at which an ISDN Access line terminates (e.g., digital telephone sets, computers equipped with ISDN adapters, etc.).

A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRI) (Cont'd.)

A19.1.3 Rules and Regulations

The following rules, regulations, and rates for ISDN-PRI Service are in addition to rules, regulations, and rates in this and other provisions of the Company's tariffs:

- A. All components of this service are subject to the availability and operational limitations of the equipment and facilities. In addition, ADS-PRI Service is available only where the customer location is within the provisioning limitations determined by the Company prior to installation. In cases where, at the customer's request, facilities can be extended and/or regenerated to increase transmission limitations to provide a customer location with adequate provisioning for ADS-PRI Service, additional recurring charges may apply.
- B. The Company reserves the right to determine the equipment and facilities used to provide ADS-PRI Service and may change such equipment and facilities at its option.
- C. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the user.

A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRI) (Cont'd.)

A19.1.3 Rules and Regulations (Cont'd.)

- D. Centrex Service Stations and/or systems may be equipped for ADS-PRI Service.
- E. Upon subscribing to ADS-PRI, the customer may be required to change his existing telephone number(s) if the Company determines that it is not reasonably feasible for technical or number administration reasons to continue to provide the customer's existing telephone number(s).
- F. Temporary suspension of service does not apply to this offering.
- G. Verification and Emergency Interrupt Services are not available for ISDN-PRI Services.
- H. Caller ID is an inherent feature in the offering of ADS-PRI Service. An ADS-PRI customer shall use the Caller ID feature solely for the purposes of call processing, billing and account management and shall not publicize or disclose any Caller ID information without written permission from the party to whom the telephone number has been assigned. By way of illustration, and not limitation, the customer shall not use any Caller ID for telemarketing or list-generation efforts without written permission.

The calling party number will only be displayed when used in conjunction with a properly equipped Caller ID telephone set or adjunct equipment. Calling Number Delivery Blocking is available as specified in Section A16 of this Tariff.

A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRI) (Cont'd.)

A19.1.4 Responsibility of the Customer

- A. The customer shall furnish information necessary to permit the Company to design and maintain the ADS-PRI Service and to assure that the service complies with all National Integrated Service Digital Network (ISDN) Standards, FCC and Company regulations.
- B. ADS-PRI Service requires a customer-owned premises data unit which must be compatible with the Company's equipment and facilities. The service is subject to the interface specification in the Bell Communication Research, Inc., Technical References SR-NWT-002343.
- C. Where ADS-PRI Service is used with customer-provided equipment, the operating characteristics of such equipment shall not interfere with any of the services offered by the Company. Such customer-provided equipment shall not endanger the safety of Company employees or the public. Customer-provided equipment shall not: damage; require change in or alteration of the equipment or other services of the Company; interfere with the proper functioning of such equipment or services; impair the operation of the Company's equipment; or otherwise injure the public in its use of the Company's equipment. Upon notice from the Company that the customer equipment is causing, or is likely to cause, such hazard or interference, the customer shall take the necessary steps to remove or prevent such hazard or interference.

By: Gladys R. Walker, President

Effective:

DEC 21 1997

A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRI) (Cont'd.)

A19.1.4 Responsibility of the Customer (Cont'd.)

- D. The customer shall not rearrange, disconnect, remove, attempt to repair, remote test or interfere with any network equipment installed by the Company without prior written consent of the Company.
- E. ADS-PRI Service allows the customer to presubscribe to a selected interexchange carrier for long distance traffic. The customer is responsible to ensure that the preselected interexchange carrier's network is compatible with the Company's ADS-PRI Service format. Access to other interexchange carriers through the use of 10XXXXX or 101XXXXX dialing codes is provided. A separate interexchange carrier may be chosen for packet service, where available.

A19.1.5 Responsibility of the Company

- A. The responsibility of the Company shall be limited to the furnishing of suitable network equipment to offer ADS-PRI Service and to the proper maintenance, operation and repair of such equipment.

NORTHEAST FLORIDA  
TELEPHONE COMPANY, INC.

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A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRI) (Cont'd.)

A19.1.5 Responsibility of the Company (Cont'd.)

- B. The Company shall not be responsible to the customer or user if changes in any of the equipment, operations, or procedures utilized for ADS-PRI Service render any facilities provided by a customer or user obsolete, or require modification or alteration of such equipment or system, or otherwise affect its use or performance, provided the Company has met any applicable information disclosure requirements.
- C. The Company, by written notice to the customer, may immediately discontinue the ADS-PRI Service without incurring liability upon nonpayment of any sum due to the Company or a violation of any condition governing the furnishing of service.

A19.1.6 Service Components and Features

- A. The customer may choose any number of channels, up to twenty-three per Primary Rate Interface (PRI), to be active with a corresponding number of services (e.g., inward/outward trunks, WATS Lines, 800 Service) selected. The customer may also choose to have more services selected than channels available for specific applications. The total number of communication paths may not exceed the number of channels subscribed.

By: Gladys R. Walker, President

Effective:

DEC 21 1997

A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRI) (Cont'd.)

A19.1.6 Service Components and Features (Cont'd.)

B. Required components for ADS-PRI Service are as follows:

1. ADS-PRI Facility - Provides a four-wire access loop from the customer premises to the serving wire center. The transmission characteristics of this loop are Clear Channel Capability and Extended Superframe Format (ESF). It provides multiplexing to support up to twenty-three B Channels at 64 Kbps and one D Channel for signaling also at 64 Kbps. When Non-Facility Associated Signaling (NFAS) is ordered, the Primary Rate Interface can provide up to twenty-four B Channels at 64 Kbps each.
2. ADS-PRI B Channel Access - The customer must choose one option from the following:
  - (a) B Channel Basic - Provides a circuit-switched service that will allow either voice or data transmission at up to 64 Kbps.

A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRI) (Cont'd.)

A19.1.6 Service Components and Features (Cont'd.)

B. Required components for ADS-PRI Service are as follows: (Cont'd.)

2. (Cont'd.)

(a) (Cont'd.)

- I. Monthly rates for B Channel Basic will be billed for local exchange service in accordance with Network Access Trunk (NAT) rates and charges found in this section of the Tariff. Exchange access is provided through the use of Network Access Registers (NARs) as described below. Additional charges will apply for WATS or 800 Service.
- II. Voice calls originating over ADS-PRI Service may be completed to both ISDN and non-ISDN conditioned lines.
- III. Data Transmission on the B Channel Basic will be circuit-switched at 64 Kbps within the switch and between ISDN-compatible central offices. ISDN interconnection to non-ISDN-equipped central offices may be converted to analog transmission signal or sub-rated to 56 Kbps digital signal.

(D)



A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRI) (Cont'd.)

A19.1.6 Service Components and Features (Cont'd.)

B. Required components for ADS-PRI Service are as follows: (Cont'd.)

2. (Cont'd.)

(b) B Channel Universal - Provides continuity between the ADS-PRI and the Public Switched Network (PSTN) using central office equipment. This termination is required with services such as WATS and 800 Service, non-DID Foreign Exchange (FX) Service, and Private Line Services.

(c) B Channel Inward Only - Provides B Channel circuit termination for inward analog and digital data calls. Originating calls will be denied. Inward data and/or voice calls are not allowed to overflow from B Channel Basic to B Channel Inward Only Service.

3. Network Access Registers (NARs) - Customers utilizing the ADS-PRI Service will be billed a Network Access Register (NAR) per capable B Channel. NARs allow B Channels to be configured to simulate lines and trunks in software. When accessed, the central office counts the number of ADS-PRI NARs paths allowed and checks the availability of a virtual path. If a path is available, the ADS-PRI call is routed for access. If none is available, the ADS-PRI call is blocked. Network Access Registers are also referred to as Simulated Facilities.

A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRI) (Cont'd.)

A19.1.6 Service Components and Features (Cont'd.)

B. Required components for ADS-PRI Service are as follows: (Cont'd.)

4. Standard basic operating features include Direct Inward Dialing (DID), Direct Outward Dialing (DOD), Terminal-to-Terminal Dialing (Intercom), Automatic Identified Outward Dialing (AIOD), Touch Tone and Distinctive Ringing Tone. The ADS-PRI Interface provides ISDN signaling in place of Touch Tone DTMF signaling, and the function of a DID trunk termination is included in the ISDN-PRI interface; therefore, Touch Tone and DID/DOD trunk termination charges are not applicable.
5. Calling Number Delivery Information for Caller ID is an inherent feature to ADS-PRI service; therefore, rates for Caller ID Service contained in Section A16 of this Tariff will not apply.

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TELEPHONE COMPANY, INC.

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A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRI) (Cont'd.)

A19.1.6 Service Components and Features (Cont'd.)

C. Optional components and features for ADS-PRI Service, where technically available, are offered at rates specified in paragraph A19.1.8 of this section as follows, unless specified otherwise:

(T)

1. Non-Facility Associated Signaling (NFAS) - Provides the capability to serve multiple DS1s over a single D Channel (NB+D). This feature can be ordered where switch capabilities exist. An additional B Channel, per Primary Rate Interface, is available when NFAS is ordered. This B Channel can be purchased at rates and charges as provided later in this section. When a customer subscribes to more than one ADS-PRI circuit, a customer may elect to equip the second multiple with 24 B Channels in place of normal 23 B Channels plus 1 D Channel. In these cases, the single D Channel provides signaling for all B Channels operating in the entire multiple ADS-PRI configuration.

By: Leon Conner, President

Effective:

OCT 08 1993

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TELEPHONE COMPANY, INC.

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A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRD) (Cont'd.)

A19.1.6 Service Components and Features (Cont'd.)

C. (Cont'd.)

2. Each ADS-PRI facility includes an individual directory number. Additional directory numbers and/or ranges of directory numbers can be assigned and added.
3. Call-by-Call/Dynamic Trunk Allocation - Allows the customer to dynamically allocate the use of channels for the ADS-PRI Service. The customer may also choose voice or data transmission on a per-call basis. In addition, the customer may choose to subscribe to more services than channels and dynamically change the services in use. Offers access via the B Channel to additional services (including Tie Trunks, InWATS and OutWATS) on a per-call basis, in addition to supporting trunk calls to/from the PSTN.

By: Gladys R. Walker, President

Effective:

DEC 21 1997

A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRI) (Cont'd.)

A19.1.6 Service Components and Features (Cont'd.)

C. (Cont'd.)

4. Customer requests for Common Line 800 Service or Outward Wide Area Telecommunications Service (WATS) associated with ADS-PRI Service may be accepted. Dedicated or Common Line 800 WATS access line charges do not apply when these services are associated with ADS-PRI Service, but the appropriate WATS usage charges from BellSouth's Wide Area Telecommunications Service Tariff do apply. Interconnection to Common Line 800 Service provides the customer with the capability to complete Common Line 800 Service calls over an ADS-PRI Interface. Interconnection to Outward WATS Service provides the customer with the capability to originate Outward WATS calls over an ADS-PRI Interface.
5. Centrex Features - Where switching and technical facilities permit, applicable Centrex features are available at rates and charges as specified in Section A13.6 of this Tariff. Rates will apply for each Network Access Register equipped. (N)
6. Custom and Advanced Calling Features - Where switching and technical facilities permit, applicable Custom and Advanced Calling Features are available at rates and charges as specified in Section A16 of this Tariff, including all applicable discounts. Rates will apply for each Network Access Register equipped. (N)

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TELEPHONE COMPANY, INC.

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A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRI) (Cont'd.)

A19.1.7 Payment Options and Charges

- A. The minimum billing period is one month. If service is discontinued after the first month, charges will be for the actual number of days the service is furnished. For administration of this regulation, every month is considered to have 30 days.
- B. ADS-PRI is also available under Term Payment Plans for terms of 24-48 months and 49-72 months under these conditions:
  1. ADS-PRI rates under any Term Payment Plan will reflect tariff rates in effect at the time the service is installed or the application date, whichever is less. At the expiration date of the customer's payment period option, the customer may elect to renew the Term Payment Plan at the current rates or subscribe to ADS-PRI service on a month-to-month basis.
  2. If a Term Payment Plan customer disconnects any portion of the ADS-PRI Service prior to completion of the service period, the customer shall be obligated to pay a termination liability charge. The charge is calculated by multiplying the monthly rate by the remaining months in the Term Payment Plan times 50%.

---

By: Gladys R. Walker, President

Effective:

DEC 21 1997

A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRI) (Cont'd.)

A19.1.7 Payment Options and Charges (Cont'd.)

- C. Nonrecurring Charges for ADS-PRI include all usual and applicable Service Connection Charges and Nonrecurring Charges as specified in Section A4 of this Tariff. These charges apply to the activation, move or change of channel equivalents within ADS-PRI Service packages, as well as for installation of the basic system, and are in addition to charges found herein.
- D. A customer may request a 90-day Deferred Payment Plan for payment of Nonrecurring Charges in conjunction with ADS-PRI Service. Under the ADS-PRI Deferred Payment Plan, a customer makes equal payments over the initial three-month period that ADS-PRI is in service, until the balance due for Nonrecurring Charges is paid in full. If a customer disconnects ADS-PRI Service prior to completion of the 90-day Deferred Payment Plan period, the balance due of the Nonrecurring Charges must be paid in full on the final billing statement.
- E. At the Company's discretion, all or part of the Nonrecurring Charges associated with ADS-PRI Service may be reduced or waived during promotional campaigns and/or as a part of customer negotiations.

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TELEPHONE COMPANY, INC.

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A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRI) (Cont'd.)

A19.1.8 Rates and Charges

<u>RATE ELEMENTS</u>	<u>MONTH- TO-MONTH</u>	<u>24-48 MONTHS</u>	<u>49-72 MONTHS</u>	<u>NONRECURRING CHARGE<sup>5,6</sup></u>
<u>Required Features:</u>				
ADS-PRI Facility <sup>1,3</sup>	\$280.00 ✓	\$260.00	\$240.00	\$1200.00
ADS-PRI B Channel Access <sup>1</sup>				
B Channel Basic	\$375.00 ✓	\$350.00	\$325.00	\$ 300.00
B Channel Universal	\$375.00	\$350.00	\$325.00	\$ 300.00
B Channel Inward Only	\$375.00	\$350.00	\$325.00	\$ 300.00
Network Access Register (NAR), per B Channel <sup>1,2,4</sup>	\$ 20.00 ✓	\$ 20.00	\$ 20.00	\$ 15.00
<u>Optional Features:</u>				
NFAS Signaling, per ADS-PRI	\$ 50.00	\$ 40.00	\$ 35.00	\$ 150.00
Additional Directory Numbers				
First group of 20 numbers	\$ 4.00	\$ 4.00	\$ 4.00	\$ 100.00
Each additional group of 20 numbers	\$ 4.00	\$ 4.00	\$ 4.00	\$ 15.00
Call-by-Call/Dynamic Trunk Allocation, per NAR <sup>7</sup>	\$ 25.00	\$ 25.00	\$ 25.00	\$ 50.00
Custom Calling, Advanced Calling and Centrex Features <sup>9</sup>				(N) (N)

By: Leon Conner, President

Effective:

OCT 08 1993



NORTHEAST FLORIDA  
TELEPHONE COMPANY, INC.

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A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRJ) (Cont'd.)

A19.1.8 Rates and Charges (Cont'd.)

<u>RATE ELEMENTS</u>	<u>MONTH- TO-MONTH</u>	<u>24-48 MONTHS</u>	<u>49-72 MONTHS</u>	<u>NONRECURRING CHARGE<sup>5,6</sup></u>
<u>Moves and Changes<sup>4</sup>:</u>				
Inside move or change requiring redesign of transmission facilities	-	-	-	\$150.00
Change involving central office translations, record orders, and all other types of changes	-	-	-	\$ 75.00

By: Gladys R. Walker, President

Effective:

DEC 21 1997

NORTHEAST FLORIDA  
TELEPHONE COMPANY, INC.

Second Revised Page 23  
Cancels First Revised Page 23

A19. ADVANCED DIGITAL SERVICES (ADS)

A19.1 ADS - PRIMARY RATE INTERFACE ACCESS SERVICE (PRI) (Cont'd.)

A19.1.8 Rates and Charges (Cont'd.)

Notes:

1. ADS-PRI Facility, ADS-PRI B Channel Access, and Network Access Register (NAR) are only available in combination with each other.
2. The NARs rate is in lieu of the Local Exchange Access Line rates found in Section A3 of this Tariff and provides access to the same calling scopes as the corresponding services located in other sections of this Tariff. Rates will be charged for each B Channel activated. Rates and charges for Extended Local Calling plans as specified in Section A3.5 of this Tariff will apply for each B Channel activated. (T)  
(N)  
(N)
3. Does not include Customer Premises Equipment (CPE) required to support ADS-PRI Service.
- ✓ 4. Does not include Company-concurred End User Common Line charges set forth in BellSouth's Access Services Tariff (in which Northeast concurs).
5. Does not reflect promotional and/or negotiated discounts as described in this Section.
6. Additional Nonrecurring charges as described in Section A4 of this Tariff apply.
7. Call-by-Call/Dynamic Trunk Allocation is only available in connection with ADS-PRI B Channel Universal Access.
8. These charges apply to moves and changes after ADS-PRI is installed.
9. Current rates, charges, and multiple feature discounts for applicable Custom Calling, Advanced Custom Calling, and Centrex Features may be found in the appropriate sections of this Tariff. For analog lines, the rates and charges for these services are normally applied on a per-line basis. For lines equipped with ADS-PRI Service, the rates and charges for these features are applied on a per-B-Channel basis (to each B Channel to which these features are assigned). (N)  
(N)

By: Leon Conner, President

Effective:

OCT 08 1993

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA  
ISSUED: July 27, 2001  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

ACCESS SERVICES TARIFF

Third Revised Page 1  
Cancels Second Revised Page 1  
EFFECTIVE: August 26, 2001

E1. APPLICATION OF TARIFF

E1.1 General

- A. This Tariff contains regulations, rates and charges applicable to the provision of Carrier Common Line, Carrier Access Capacity, BellSouth SWA, Dedicated Access, BellSouth Expanded Interconnection Service, and other miscellaneous services, hereinafter referred to as service(s), provided by BellSouth Telecommunications, Inc., hereinafter referred to as the Company, to end users, as specified in Sections E2., E4., E6., and E7. following, and to Interexchange Carriers, Resellers and Alternate Operator Service (AOS) providers and, Enhanced Service Providers (as defined in E2.6), Alternative Local Exchange Companies (ALECs) (as defined in E2.6) and 500 Service Providers (as defined in E2.6), any other entity authorized to order service out of this Tariff, hereinafter referred to as IC(s) or ALECs. These services are appropriate for customer use in the provision of interLATA and intraLATA communications.
- B. The provision of such services by the Company as set forth in this Tariff does not constitute a joint undertaking with the IC for the furnishing of any service.
- C. The regulations, rates, and charges contained herein are in addition to the applicable regulations, rates, and charges specified in other tariffs of the Company which are referenced herein.
- D. The Company code for Florida is 5191.

E1.2 Concurring Carriers

- A. The following Florida Independent Telephone Companies concur in this Tariff:
  - 1. *GTC, Inc. (Floral Telephone Company)*<sup>1,2,3</sup> (T)
  - 2. *GTC, Inc. (Gulf Telephone Company)*<sup>1,2,3</sup> (T)
  - 3. *ITS Telecommunications Systems*<sup>2,3</sup> (T)
  - 4. Northeast Florida Telephone Company<sup>1,2,3</sup>
  - 5. Quincy Telephone Company<sup>1,2,3</sup>
  - 6. *GTC, Inc. (St. Joseph Telephone Company)*<sup>1,2,3</sup> (T)
  - 7. Frontier Communications of the South, Inc.<sup>1,2,3,4</sup>
  - 8. *Smart City Telecom*<sup>1,2,3</sup> (T)

Note 1: With the exception of all references to BellSouth SWA Basic Service Arrangements and Basic Service Elements in Sections E1., E2., E3., E4., E5., E6., E9., E13., E16., and E18.

Note 2: With the exception of Section E13.3.3, E13.3.4, E13.3.15, E13.3.16, and E13.3.17.

Note 3: With the exception of all references to BellSouth Expanded Interconnection Service in Sections E1., E2., E5., E6., E7. and E20.

Note 4: With the exception of Section E8.

*add to all  
of these  
to be  
added*



OFFICIAL APPROVED VERSION. RELEASED BY BSTHQ

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## ACCESS SERVICES TARIFF

First Revised Page 1  
Cancels Original Page 1

ISSUED: February 14, 1997  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

EFFECTIVE: March 1, 1997

## E6. BELLSOUTH SWA SERVICE

(T)

## E6.1 General

*BellSouth SWA* service, which is available to ICs for their use in furnishing their services to end users, provides a two-point electrical communications path between an IC's terminal location and an end user's premises. It provides for the use of common terminating, switching and trunking facilities, and both common subscriber plant and unshared subscriber plant (i.e., *BellSouth SWA WATS Service*) of the Company. *BellSouth SWA* service provides for the ability to originate calls from an end user's premises to an IC's terminal location, and to terminate calls from an IC's terminal location to an end user's premises in the LATA where it is provided. Specific references to material describing the elements of *BellSouth SWA* service are provided in E6.1.1 and E6.1.3 following.

(T)

Rates and charges for *BellSouth SWA* service depend on the type of service ordered and whether it is provided in a Company end office that is equipped to provide equal access (*BellSouth SWA FGD* and *BellSouth SWA TSBSA 3*, described in E6.1.1.D. and E6.1.1.H.3, respectively). Rates and charges for *BellSouth SWA* service are billed to the IC, except for Carrier Common Line and *BellSouth SWA* charges associated with *BellSouth SWA* services used in the provisioning of FX/ONAL or in some cases *BellSouth SWA FGB* or *BellSouth SWA TSBSA 1* type services which will be ordered by and billed directly to the End User of these services, as set forth in E6.8 following.

(T)

The application of rates for *BellSouth SWA* service is described in E6.7 following. Rates and charges for services other than *BellSouth SWA* service (e.g., an IC's toll message service) may also be applicable when *BellSouth SWA* service is used in conjunction with these other services. Descriptions of such applicability are provided in E6.2.1.A.7, E6.2.1.B.4, E6.2.2.A.5, E6.2.3.A.5, E6.2.4.A.4, E6.2.8.A.7., E6.2.8.B.6., E6.2.9.A.1.e., E6.2.9.B.1.e., E6.2.9.C.1.d., and E6.7.10 following. Finally, a credit is applied against line side *BellSouth SWA* service charges as described in E6.7.11 following.

(T)

## E6.1.1 BellSouth SWA Service Arrangements and Manner of Provision

(T)

*BellSouth SWA* service is provided in nine service categories, four service categories of standard and optional features called *BellSouth SWA FGs*, *BellSouth SWA* service, *BellSouth SWA 8XX Toll Free Dialing* Ten Digit Screening Service, *BellSouth SWA 900* service, and two unbundled basic serving arrangements. The *BellSouth SWA FG* and unbundled service categories coexist during a transition period. Any IC desiring to convert from *BellSouth SWA FG* service to the analogous *BellSouth SWA Basic Serving Arrangement* service must submit a request. A request for a change to existing service (e.g., add, delete optional features) will follow the normal ordering process for such service. The Company will provide written notification of the date which *BellSouth SWA FGs* are being eliminated to all ICs of record. This notification will be sent at least six months in advance of the end of the transition period. The *BellSouth SWA* service categories are differentiated by their technical characteristics (e.g., line side vs. trunk side connection at the Company entry switch), and the manner in which an end user accesses them in originating calling (e.g., with or without an access code). Following is a brief description of each type of service arrangement.

(T)

OFFICIAL APPROVED VERSION, RELEASED BY RSTHQ

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA  
ISSUED: July 15, 1999  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

## ACCESS SERVICES TARIFF

Third Revised Page 2  
Cancels Second Revised Page 2

EFFECTIVE: July 30, 1999

**E6. BELLSOUTH SWA SERVICE****E6.1 General (Cont'd)****E6.1.1 BellSouth SWA Service Arrangements and Manner of Provision (Cont'd)****A. BellSouth SWA FGA**

BellSouth SWA FGA, which is available to all ICs and End Users of FX/ONAL Service, provides line side access to Company end office switches with an associated seven digit local telephone number for use in originating communications from or terminating communications to an IC's intrastate service or a Company-provided, end office based, intrastate private network switching service. When associated with a Company-provided, end office based private network switch, end users must order BellSouth SWA FGA for off-network access.<sup>1</sup> When BellSouth SWA FGA service is ordered by an end user for use with a Company provided private network switch, the end user must specify the IC that provides the interLATA links of the private network service. A more detailed description of BellSouth SWA FGA is provided in E6.2.1. following.

**B. BellSouth SWA FGB**

BellSouth SWA FGB, which is available to all ICs and/or End Users provides trunk side access to Company end office switches with an associated uniform 950-XXXX or 950-1XXX access code for the IC's and/or End User's use in originating and terminating communications. A more detailed description of BellSouth SWA FGB is provided in E6.2.2 following.

**C. BellSouth SWA FGC**

BellSouth SWA FGC, which is available only to providers of MTS and WATS, provides trunk side access to Company end office switches for the IC's use in originating and terminating communications. This service is available in all end offices which are not equipped for BellSouth SWA FGD End Office Switching. Existing BellSouth SWA FGC will be converted to BellSouth SWA FGD when it becomes available in an end office. A more detailed description of BellSouth SWA FGC is provided in E6.2.3 following.

**D. BellSouth SWA FGD**

BellSouth SWA FGD, which is available to all ICs, provides trunk side access to Company end office switches with an associated uniform 101XXXX access code for the IC's use in originating and terminating communications. As an option, BellSouth SWA FGD is also available, where technically feasible, with an associated uniform 950-XXXX access code for the customer's use in originating and terminating traffic. A more detailed description of BellSouth SWA FGD is provided in E6.2.4 following.

(C)

**Note 1:** Any private switched network provided by the Company pursuant to a contract for a specified term and ordered by the customer prior to May 26, 1988 will be permitted to maintain its existing off-network access arrangements until the expiration of the current term of the contract. If the end user terminates his contract prior to its expiration date and replaces the Company-provided private network switch with a switch provided by an IC at its terminal location, the end user may continue the grandfathered off-network access arrangement with its new switch until the original expiration date of the terminated contract.

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BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

ACCESS SERVICES TARIFF

First Revised Page 3  
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ISSUED: February 14, 1997  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

EFFECTIVE: March 1, 1997

E6. BELLSOUTH SWA SERVICE

(T)

E6.1 General (Cont'd)

E6.1.1 BellSouth SWA Service Arrangements and Manner of Provision (Cont'd)

(T)

E. BellSouth SWA Service

(T)

500 Access *BellSouth SWA 500* service is an originating service that is provided via *BellSouth SWA 500* service Trunk Groups. *BellSouth SWA 500* service Trunk Groups will be provided in conjunction with *BellSouth SWA* FGC, *BellSouth SWA* FGD, *BellSouth SWA TSBSA 2* or *BellSouth SWA TSBSA 3* or in accordance with the technical characteristics of *BellSouth SWA* FGC, *BellSouth SWA* FGD, *BellSouth SWA TSBSA 2* or *BellSouth SWA TSBSA 3*.

(T)

The service provides the IC identification function and delivery of the call to the IC based on the first six digits of the dialed number. From the Company's SSP equipped end office, the IC identification function will be performed via a database look-up at the SCP. From non-SSP equipped end offices, the IC identification function will be performed by 500 NXX screening.

A more detailed description of *BellSouth SWA 500* service is set forth in E6.2.10 following.

(T)

F. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service

(T)

*BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service* is an originating service that is provided via *BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service* trunk groups. *BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service* trunk groups, from the Company's SSP equipped end office or access tandem to the IC, will be provided in conjunction with *BellSouth SWA* FGD or *BellSouth SWA TSBSA 3*. The service provides an IC identification function and delivery of call to the IC based on the dialed ten digit number.

(T)

A more detailed description of *BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service* is provided in E6.2.6 following.

(T)

G. BellSouth SWA 900 Service

(T)

*BellSouth SWA 900* service is an originating service that is provided via *BellSouth SWA 900* Trunk Groups. *BellSouth SWA 900* Trunk Groups will be provided in conjunction with *BellSouth SWA* FGC, *BellSouth SWA* FGD, *BellSouth SWA TSBSA 2* or *BellSouth SWA TSBSA 3* or in accordance with the technical characteristics of *BellSouth SWA* FGC, *BellSouth SWA* FGD, *BellSouth SWA TSBSA 2* or *BellSouth SWA TSBSA 3*. The service provides the IC identification function (900 NXX screening) based on the first six digits of the dialed 900 call, which determines the IC to which the call is to be routed based on the NXX dialed.

(T)

A more detailed description of *BellSouth SWA 900* service is set forth in E6.2.7 following.

(T)

H. BellSouth SWA LSBSA

(T)

*BellSouth SWA LSBSA*, which is available to all ICs, provides line side access to Company end office switches with an associated seven digit local telephone number for the IC's use in originating and terminating communications to another customer's intrastate service or an IC provided intrastate communications capability. The IC must specify the Interexchange Carrier to which *BellSouth SWA LSBSA* is connected or in the alternative, specify the means by which the *BellSouth SWA LSBSA* access communications are transported to another state. A more detailed description of *BellSouth SWA LSBSA* is provided in E6.2.8 following.

(T)

OFFICIAL APPROVED VERSION, RELEASED BY BSTHQ

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

ISSUED: January 18, 2002  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

## ACCESS SERVICES TARIFF

Sixth Revised Page 4  
Cancels Fifth Revised Page 4

EFFECTIVE: February 17, 2002

**E6. BELLSOUTH SWA SERVICE****E6.1 General (Cont'd)****E6.1.1 BellSouth SWA Service Arrangements and Manner of Provision (Cont'd)****I. BellSouth SWA TSBSA****1. BellSouth SWA TSBSA 1**

BellSouth SWA TSBSA 1, which is available to all ICs, provides trunk side access to Company end office switches with an associated uniform 950-0XXX or 950-1XXX access code for the IC's use in originating and terminating communications to an Interexchange Carrier's intrastate service or an IC provided intrastate communications capability. The IC must specify the Interexchange Carrier to which the BellSouth SWA TSBSA 1 service is connected or, in the alternative, specify the means by which the BellSouth SWA TSBSA 1 access communications are transported to another state. A more detailed description of BellSouth SWA TSBSA 1 is provided in E6.2.9.A.

**2. BellSouth SWA TSBSA 2**

BellSouth SWA TSBSA 2, which is available only to providers of MTS and WATS, provides trunk side access to Company end office switches for the IC's use in originating and terminating communications. This service is available in all end offices, which are not equipped for BellSouth SWA TSBSA 3 end office switching. Existing BellSouth SWA TSBSA 2 access will be converted to BellSouth SWA TSBSA 3 when it becomes available in an end office. A more detailed description of BellSouth SWA TSBSA 2 is provided in E6.2.9.B.

**3. BellSouth SWA TSBSA 3**

BellSouth SWA TSBSA 3, which is available to all ICs, provides trunk side access to Company end office switches with an associated uniform 101XXXX access code for the IC's use in originating and terminating communications. As an option, BellSouth SWA TSBSA 3 is also available, where technically feasible, with an associated uniform 950-XXXX access code for the IC's use in originating and terminating traffic. This service may be presubscribed to by a primary Interexchange Carrier. A more detailed description of BellSouth SWA TSBSA 3 is provided in E6.2.9.C.

**J. Manner of Provision**

BellSouth SWA Service Arrangements are furnished in either quantities of lines or trunks. BellSouth SWA FGA and BellSouth SWA LSBSA Access are furnished on a per-line basis and BellSouth SWA FGB and BellSouth SWA TSBSA 1 are furnished on a per-trunk basis. BellSouth SWA FGC, BellSouth SWA FGD, BellSouth SWA TSBSA 2 and BellSouth SWA TSBSA 3 are furnished on a trunk basis as set forth in Section E5, preceding.

Trunks are differentiated by type and directionality of traffic carried over a BellSouth SWA service arrangement.

There are four major traffic types. These are: Originating, Terminating, Directory Assistance, Inward Operator Services and *CCS7 Access Arrangement*. The originating traffic type represents access capacity within a LATA for carrying traffic from the end user to the IC; the terminating traffic type represents access capacity within a LATA for carrying traffic from the IC to the end user; the Directory Assistance traffic type represents access capacity within a LATA for carrying Directory Assistance traffic from the IC to a Directory Assistance location; and the Inward Operator Services traffic type represents access within a LATA for carrying Inward Operator Services traffic from the IC to the Inward Operator Services location. *The CCS7 Access traffic type represents access for services requiring use of the Company CCS7 network.*

(C)

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BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

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Miami, Florida

## ACCESS SERVICES TARIFF

Fourth Revised Page 5  
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**E6. BELLSOUTH SWA SERVICE****E6.1 General (Cont'd)****E6.1.1 BellSouth SWA Service Arrangements and Manner of Provision (Cont'd)****J. Manner of Provision (Cont'd)**

When an End User(s) orders BellSouth SWA FGB or BellSouth SWA TSBSA 1, the End User must at a minimum specify such access in terms of originating traffic type and/or terminating traffic type.

When ordering BellSouth SWA FGB, BellSouth SWA FGC, BellSouth SWA FGD, or BellSouth SWA TSBSA, the IC must at a minimum specify such access in terms of Originating traffic type and/or Terminating traffic type. Directory Assistance traffic type is as set forth in Section E9. *of this Tariff*. The Inward Operator Services traffic type is used for ordering BellSouth Inward Operator Services as set forth in Section E18. *of this Tariff*. (T)

Because some ICs will wish to further segregate their originating BellSouth SWA FGC, BellSouth SWA FGD, BellSouth SWA TSBSA 2 or BellSouth SWA TSBSA 3 traffic into separate trunk groups, Originating traffic type is further categorized into Domestic, 500, 800, 900, and Operator. Domestic traffic type represents access for carrying only domestic traffic other than 500, 800, 900 and Operator traffic; and 500, 800, 900 and Operator traffic type represents access for carrying, respectively, only BellSouth SWA 500, BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service, BellSouth SWA 900 or Operator traffic. When ordering such types of access, the IC must specify Domestic, 500, 800, 900 or Operator traffic type.

When ordering CCS7 access, the customer must order the required number of CCS7 Signaling Connections and CCS7 Signaling Terminations. (N)

**E6.1.2 BellSouth SWA WATS Service**

BellSouth SWA WATS Service is provided only for use with BellSouth SWA FGC, BellSouth SWA FGD, BellSouth SWA TSBSA 2 and BellSouth SWA TSBSA 3 originating and terminating. BellSouth SWA WATS Service connects an end user premises with a WATS or WATS-type serving office.

"1+" and "0" intraLATA usage carried over outward BellSouth SWA WATS Service, having both intra and interstate capability (bijurisdictional) and provided from the BellSouth Telecommunications, Inc. Tariff FCC No. 1 or other appropriate Local Exchange Carrier (LEC) interstate tariff, will be completed over LEC facilities at LEC intraLATA outward WATS rates and subject to rules and regulations applicable to LEC intraLATA outward WATS. Subscribers using a bijurisdictional access line for BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service may choose either the Company or the interexchange carrier to complete and bill intraLATA calls according to the appropriate rates, rules and regulations. The "1+" and "0" intraLATA usage will be billed to the customer (end user or IC) where the closed end of the bijurisdictional BellSouth SWA WATS Service is terminated. Customer billing information must be provided to the Company at the time the bijurisdictional WATS Access Line BellSouth SWA WATS Service is ordered when the Company is used to complete intraLATA calls. Local calling, seven digit access to originating intrastate BellSouth SWA FGA, BellSouth SWA FGB, BellSouth SWA LSBSA and BellSouth SWA TSBSA 1 service and "700" dialed access is prohibited.

**E6.1.3 Rate Categories**

The rate categories which apply to Service:

- BellSouth SWA Transport (described in E6.1.3.A. following)
- Local Switching (described in E6.1.3.B. following)
- BellSouth SWA WATS Service (described in E6.1.3.C. following)
- Common Line (described in Section E3. *of this Tariff*)
- 800 Database (described in E6.1.3.E. following)
- BellSouth SWA 500 service (described in E6.1.3.D. following)

(T)



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BELLSOUTH  
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Miami, Florida

## ACCESS SERVICES TARIFF

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## E6. BELLSOUTH SWA SERVICE (T)

## E6.2 Provision and Description of BellSouth SWA Service Arrangements (Cont'd) (T)

Following are detailed descriptions of each of the available service categories. Each service category is described in terms of its specific physical characteristics and calling patterns, the transmission specifications with which it is provided, the optional features and BSE's available for use with it and the standard testing capabilities.

## E6.2.1 BellSouth SWA FGA (T)

## A. Description

1. *BellSouth SWA* FGA is provided in connection with Company electronic and electromechanical end offices. At the option of the IC, *BellSouth SWA* FGA is provided on a single or multiple line group basis and is arranged for originating calling only, terminating calling only, or two-way calling. (T)
2. *BellSouth SWA* FGA provides a line side termination at the first point of switching. The line side termination will be provided with either ground start supervisory signaling or loop start supervisory signaling. The type of signaling is at the option of the IC. (T)
3. The Company shall select the first point of switching, within the selected LATA, at which the line side termination is to be provided unless the IC requests a different first point of switching and Company facilities and measurement capabilities are available to accommodate such a request.
4. A seven digit local telephone number assigned by the Company is provided for access to *BellSouth SWA* FGA switching in the originating direction. The seven digit local telephone number will be associated with the selected end office switch and is of the form NXX-XXXX. (T)  
If the IC requests a specific seven digit telephone number that is not currently assigned, and the Company can, with reasonable effort, comply with that request, the requested number will be assigned to the IC.
5. *BellSouth SWA* FGA switching, when used in the terminating direction is arranged with dial tone start-dial signaling. When used in the terminating direction *BellSouth SWA* FGA switching may, at the option of the IC, be arranged for dial pulse or dual tone multifrequency address signaling, subject to availability of equipment at the first point of switching. When *BellSouth SWA* FGA switching is provided in a hunt group or uniform call distribution arrangement, all *BellSouth SWA* FGA switching will be arranged for the same type of address signaling. (T)
6. No address signaling is provided by the Company when *BellSouth SWA* FGA switching is used in the originating direction. Address signaling in such cases, if required by the IC, must be provided by the IC's customer using inband tone signaling techniques. Such inband tone address signals will not be regenerated by the Company and will be subject to the ordinary transmission capabilities of the *BellSouth SWA* Transport provided. (T)

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## ACCESS SERVICES TARIFF

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## E6. BELLSOUTH SWA SERVICE (T)

## E6.2 Provision and Description of BellSouth SWA Service Arrangements (Cont'd) (T)

## E6.2.1 BellSouth SWA FGA (Cont'd) (T)

## A. Description (Cont'd)

7. **BellSouth SWA** FGA switching, when used in the terminating direction, may be used to access valid NXXs in the LATA, local operator service (0- and 0+), Directory Assistance (411 where available and 555-1212), emergency reporting service (911 where available), exchange telephone repair (611 where available), time or weather announcement services of the Company, community information services of an information service provider, and other IC's services (by dialing the appropriate digits). Charges for **BellSouth SWA** FGA terminating calls requiring operator assistance on calls to 611 or 911 will only apply where sufficient call details are available. Additional non-access charges will also be billed on a separate account for (1) an operator surcharge, as set forth in the local exchange tariffs, for local operator assistance (0- and 0+) calls; (2) calls to certain community information services, for which rates are applicable under Company General Subscriber Service tariffs; and (3) calls from a **BellSouth SWA FGA** line to another IC's service in accordance with that IC's applicable service rates when the Company performs the billing function for that IC. For **BellSouth SWA** FGA calls to Directory Assistance (411 where available and 555-1212), Switched Access **BellSouth SWA** service terminating usage rates will not apply. Instead, **BellSouth SWA** FGA calls to this service are subject to the **BellSouth** Directory Assistance Access service rates as set forth in E9.5 following. (T)
8. When a **BellSouth SWA** FGA switching arrangement for an individual IC (a single line or entire hunt group) is discontinued at an end office, an intercept announcement is provided. This arrangement provides, for a limited period of time, an announcement that the service associated with the number dialed has been disconnected. (T)

## B. Optional Features

## 1. Common Switching Optional Features

- a. Hunt Group Arrangement
- b. Uniform Call Distribution Arrangement
- c. Nonhunting Number for use with Hunt Group Arrangement or Uniform Call Distribution Arrangement
- d. Call Denial
- e. Service Code Denial
- f. Enhanced Call Denial
- g. Call Screening (T)

2. **BellSouth SWA** Transport Termination Optional Features

- a. Two-way operation with dial pulse address signaling and loop start supervisory signaling
- b. Two-way operation with dial pulse address signaling and ground start supervisory signaling
- c. Two-way operation with dual tone multifrequency address signaling and loop start supervisory signaling
- d. Two-way operation with dual tone multifrequency address signaling and ground start supervisory signaling
- e. Terminating operation with dial pulse address signaling and loop start supervisory signaling
- f. Terminating operation with dial pulse address signaling and ground start supervisory signaling

OFFICIAL APPROVED VERSION, RELEASED BY RSTHQ

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## E6. BELLSOUTH SWA SERVICE

(T)

### E6.2 Provision and Description of BellSouth SWA Service Arrangements (Cont'd)

(T)

#### E6.2.1 BellSouth SWA FGA (Cont'd)

(T)

##### B. Optional Features (Cont'd)

##### 2. *BellSouth SWA* Transport Termination Optional Features (Cont'd)

(T)

- g. Terminating operation with dual tone multifrequency address signaling and loop start supervisory signaling
- h. Terminating operation with dual tone multifrequency address signaling and ground start supervisory signaling
- i. Originating operation with loop start supervisory signaling
- j. Originating operation with ground start supervisory signaling

##### 3. *BellSouth SWA* Transport Optional Features

(T)

- a. Supervisory Signaling (as set forth in E6.1.3 preceding)
- b. IC Specified Entry Switch Receive Level

##### 4. Certain other features which may be available in connection with *BellSouth SWA FGA* are provided under the Company's General Subscriber Service Tariffs. Examples are:

(T)

- a. Custom Calling Features
- b. Extensions in the same local exchange as the dial tone office

##### C. Transmission Specifications

*BellSouth SWA FGA* is provided with either Type B or Type C Transmission Specifications. The specifications for the associated parameters are guaranteed to the first point of switching. Type C Transmission Specifications are provided with Interface Group 1 and Type B are provided with Interface Groups 2, 6 and/or 9. Type DB Data Transmission Parameters are provided with *BellSouth SWA FGA* to the first point of switching.

(T)

##### D. Testing Capabilities

*BellSouth SWA FGA* is provided, in the terminating direction where equipment is available, with seven digit access to balance (100 type) test line and milliwatt (102 type) test line. In addition to the tests described in E6.1.6 preceding which are included with the installation of service, Additional Cooperative Acceptance Testing and NonScheduled Testing are available for *BellSouth SWA FGA* as set forth in Section E13. following.

(T)

#### E6.2.2 BellSouth SWA FGB

(T)

##### A. Description

1. *BellSouth SWA FGB*, when directly routed to an end office is provided at appropriately equipped Company electronic end office switches. When provided via Company designated electronic access tandem switches, *BellSouth SWA FGB* switching is provided at Company electronic and electromechanical end office switches.
2. *BellSouth SWA FGB* is provided as trunk side switching through the use of end office or access tandem switch trunk equipment. The switch trunk equipment is provided with wink start start-pulsing signals and answer and disconnect supervisory signaling.

(T)

(T)

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## ACCESS SERVICES TARIFF

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**E5. ORDERING OPTIONS FOR ACCESS SERVICES****E5.1 General****E5.1.1 Scope**

- A. This section sets forth the regulations and order related charges for Access Orders for BellSouth SWA and Dedicated Access Services. These charges are in addition to other applicable charges as set forth in other sections of this Tariff. (T)
- B. An Access Order is an order to provide the IC with BellSouth SWA service, Expanded Interconnection Service (EIS), an End User with BellSouth SWA FGB service, an End User with Dedicated Access Service and Fast Packet Access Services or, to provide changes to existing Access services.
- C. The End User is ultimately responsible for the placing of and payment for all Dedicated Access orders and Dedicated Access charges as set forth in Sections E7. and E13. following with the following exception. Payment for Dedicated Access Service nonrecurring charges required as a result of an IC generated activity is the responsibility of the IC. IC generated activity is defined as the relocation of an IC POP.
- D. The End User is responsible for the placing of and payment for BellSouth SWA FGB and BellSouth SWA TSBSA 1 orders and charges as set forth in Sections E3. and E4. preceding and Section E6. following.
- E. Any entity intending to resell private line services must be certificated by the Florida Public Service Commission as an Alternative Access Vendor (AAV) for intraxchange services, and as an AAV or Interexchange Carrier (IC) for interexchange services. Those entities certificated as an AAV or IC may resell private line services only by purchasing the like service from Section E7., Dedicated Access Services, of the Company's intrastate Access Service Tariff. Any entity certificated as an AAV or IC may purchase and resell a Local Exchange Company's (LEC's) private line service only between affiliated entities.
- F. Alternative Access Vendors (AAVs) can resell a Dedicated Access Service which is part of a dedicated interexchange private line between affiliates, and a dedicated access service to an ICs switched network without affiliate restriction. In addition, an IC can resell an interexchange private line service under its existing IC certificate with no affiliate restriction, provided the LEC provides the local channel (LC) on each end of the private line service. However, if an IC utilizes an AAV to provide the LCs, the affiliate restrictions will apply.

**E5.1.2 Ordering Conditions**

- A. An IC or End User may order any number of services of the same type and between the same locations on a single Access Order. All details for services for a particular order must be identical except for multipoint service.
- B. The IC or End User shall provide all information necessary for *BellSouth* to provide and bill for the requested service. In addition to the order information required in E5.2 following, the IC or End User must also provide: (T)
  - Customer name and premises address(es).
  - Billing name and address (when different from customer name and address).
  - Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.
- C. A customer that orders services from this Tariff as an Enhanced Service Provider (ESP), must provide a signed statement that it meets the ESP definition as provided in E2.6.
- D. BellSouth SWA service orders for BellSouth SWA FGA and BellSouth SWA LSBSA shall be in lines.

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Miami, Florida

ACCESS SERVICES TARIFF

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**E5. ORDERING OPTIONS FOR ACCESS SERVICES**

**E5.1 General (Cont'd)**

**E5.1.2 Ordering Conditions (Cont'd)**

- E. BellSouth SWA Service orders for BellSouth SWA FGB, BellSouth SWA FGD and BellSouth SWA TSBSA 1 and 3 shall be in trunks.
- F. Dedicated Access Line service must be ordered in lines for use with a BellSouth SWA FGC, BellSouth SWA FGD and BellSouth SWA TSBSA 2 and 3 service which is in service or on order.
- G. The day upon which the customer has provided to BellSouth a firm commitment for the service and complete and accurate information to allow for the processing of the Access Order *by three o'clock p.m. Eastern Standard Time (EST)* is the Application Date. BellSouth will release an optional initial Pending Order Confirmation, which will include the BellSouth order number and circuit identification. At the customer's request, when BellSouth facility availability is verified, either a Firm Order Confirmation, which will include critical date information, or a Design and Ordering Confirmation, which will include design as well as critical date information, will be released. Critical date information will include the Service Date. The Service Date is the date service is to be made available to the customer and billing will commence. (C)  
A Pending Order Confirmation is available for orders for BellSouth-provided switched access dedicated transport services, where ordered separately from other switched access services, and for BellSouth-provided special access services. A Design and Ordering Confirmation is not available for orders submitted by end users. A Pending Order Confirmation and a Design and Ordering Confirmation are not available on orders for services provided jointly with another exchange telephone company.
- H. The time required to provision the service (i.e., the interval between the Application Date and the Service Date) is known as the service interval. Such intervals will be established in accordance with published service date interval guidelines which are available to ICs and End Users upon request, whether the IC's service is subject to standard or negotiated intervals. The IC or End User may request a service date other than that established pursuant to the service date interval guidelines, and the Company, where possible, will establish the service date in accordance with such request, subject, however, to other applicable provisions of this Tariff.
- I. The following charges will apply for the installation, move or rearrangement of BellSouth SWA or Special Access (a.k.a. BellSouth SPA) service orders with an agreed upon service date interval of four business days or less following the Application Date of the order. These charges are in addition to other applicable BellSouth SWA or Special Access (a.k.a. BellSouth SPA) nonrecurring charges for installations, moves or rearrangements of service. These charges will not apply to services provided on a Special Services Arrangement or on an Individual Case Basis, or in the event the agreed upon Service Date, as set forth preceding, is not met, or at the request of the customer to convert from a lower to higher order of service as provided for in E2.4.9A in this Tariff.
  - 1. Per Service Order

	Nonrecurring Charge	USOC
(a) Special Access (a.k.a. BellSouth SPA)	\$365.00	SOCSP
(b) BellSouth SWA	300.00	SOCSW

- J. An IC or End User who initiates a conversion (rollover) of a BellSouth SWA DS1 to a BellSouth SWA DS3 High Capacity service is also responsible for submitting Network Channel Interface (NCI) Code Update requests, either mechanically or manually, on all sub-DS1 level circuits that ride the channelized BellSouth SWA DS1 High Capacity service being rolled over. The Company and the IC or End User will work cooperatively to establish the number of circuits which may be submitted monthly for purposes of mechanical NCI Code updates associated with rollovers of BellSouth SWA FG DS1 High Capacity service to BellSouth SWA DS3 High Capacity service.
- K. An IC who converts from an existing feature group service to an equivalent unbundled service (i.e., BellSouth SWA FGA to BellSouth SWA LSBSA, BellSouth SWA FGB to BellSouth SWA TSBSA 1, BellSouth SWA FGC to BellSouth SWA TSBSA 2, and BellSouth SWA FGD to BellSouth SWA TSBSA 3) shall do so on no lower than an end office level. The Company and the IC will work cooperatively to accomplish these conversions.

**E5.1.3 Provision of Other Services**

- A. Testing Service, Additional Labor and Special Facilities Routing shall be ordered with an Access Order as set forth in B. following. The rates and charges for these services, as set forth in other sections of this Tariff, will apply in addition to the ordering charges set forth in this section and the rates and charges for the Access Service with which they are associated.

**Note 1:** Access Orders received after three o'clock p.m. EST will be processed the next business day, which will be the Application Date. (N)

OFFICIAL APPROVED VERSION, RELEASED BY RSTHQ

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## ACCESS SERVICES TARIFF

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**E5. ORDERING OPTIONS FOR ACCESS SERVICES**

(T)

**E5.1 General (Cont'd)****E5.1.3 Provision of Other Services (Cont'd)**

- B. With the agreement of the Company, the items listed in A. preceding may subsequently be added to the order at any time, up to and including the service date for the Access Service. When added subsequently, charges for a design change as set forth in E5.2.3 following will apply when an engineering review is required.
- C. Additional Engineering is not an ordering option, but will be applied to an Access Order when the Company determines that Additional Engineering is necessary to accommodate an IC or End User request. Additional Engineering will only be required as set forth in E13.1 following. When it is required, the IC or End User will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the IC or End User agrees to the Additional Engineering, a firm order will be established. If the IC or End User does not want the service or facilities after being notified that Additional Engineering of Company facilities is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the IC or End User for the Additional Engineering may not exceed the estimated amount by more than 10 percent.
- D. The regulations, rates and charges for Additional Engineering are as set forth in E13.1 following and are in addition to the regulations, rates and charges specified in this section.

**E5.1.4 Special Construction**

- A. The regulations, rates and charges for Special Construction are set forth in Section E14. following and are in addition to the regulations, rates and charges specified in this Tariff.

**E5.2 Access Order****E5.2.1 Provision of Service****A. General**

An Access Order is used by the Company to provide to an IC or End User Access Service as follows:

1. *BellSouth SWA* services as set forth in Section E6. following,
2. Dedicated Access Services as set forth in Section E7. following, and
3. Expanded Interconnection Service (EIS) Cross-Connect Elements as set forth in Section E20. following.
4. Other Services as set forth in E5.1.3 preceding.

(T)

**B. Information Required**

When placing an order for Access Service, the IC, End User or End User's authorized agent shall provide, at a minimum, the following information:

1. For *BellSouth SWA FGA* or *BellSouth SWA LSBSA* service, the IC shall specify:
  - a. Number of lines
  - b. First point of switching (i.e., the dial tone office)
  - c. Directionality of the service

(T)

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**E5. ORDERING OPTIONS FOR ACCESS SERVICES**

**E5.2 Access Order (Cont'd)**

**E5.2.1 Provision of Service (Cont'd)**

**B. Information Required (Cont'd)**

1. For BellSouth SWA FGA or BellSouth SWA LSBSA service, the IC shall specify: (Cont'd)
  - d. BellSouth SWA Transport Options, if any
  - e. Local Switching Options, if any
  - f. Whether the off-hook supervisory signaling is to be provided by the IC's equipment or if it is to be forwarded by the IC's equipment when the called party answers
  - g. If the service is to be provided with an extension to a different exchange, (the IC's premises at which the extension is to be terminated)
  - h. Percent Interstate Usage (PIU) as specified in E2.3.14 of this Tariff (T)
  - i. Provide Connecting Facility Assignment (CFA), if associated with a high capacity facility
  - j. For Switched Local Channel and Switched Dedicated Interoffice Channel, the capacity
2. For BellSouth SWA FGB or BellSouth SWA TSBSA 1 service, the IC shall specify:
  - a. The number of trunks
  - b. For trunks to an end office, the end office
  - c. For trunks to an Access Tandem
    - (1) The Access Tandem Switch
    - (2) An Estimate of the amount of traffic it will generate to and/or from each end office subtending the access tandem (to assist the Company in its own efforts to project further facility requirements.)
  - d. BellSouth SWA Transport Options, if any
  - e. Local Switching Options (including BSEs), if any
  - f. For terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks
  - g. The traffic type using the categories specified in E6.1.1 of this Tariff following to enable efficient provisioning and billing functions. (T)
  - h. Percent Interstate Usage (PIU) as specified in E2.3.14 of this Tariff (T)
  - i. Provide Connecting Facility Assignment (CFA), if associated with a high capacity facility
  - j. For BellSouth SWA Local Channel and Switched Dedicated Interoffice Channel, the capacity (T)
  - k. (DELETED) (D)

Material previously appearing on this page now appears on page(s) 5 of this section.

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BELLSOUTH  
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FLORIDA

## ACCESS SERVICES TARIFF

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Miami, Florida

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**E5. ORDERING OPTIONS FOR ACCESS SERVICES****E5.2 Access Order (Cont'd)****E5.2.1 Provision of Service (Cont'd)****B. Information Required (Cont'd)**

3. For BellSouth SWA FGD, BellSouth SWA FGD, BellSouth SWA TSBSA 2 or 3 service, the IC shall specify:
  - a. The number of BellSouth SWA FGD or BellSouth SWA TSBSA 3 trunks
    - (1) for trunks ordered to an end office, the end office
    - (2) for trunks ordered to an Access Tandem, the Access Tandem Switch
    - (3) for trunks with coin sent-paid capability ordered to a TOPS tandem, the TOPS Tandem Switch
    - (4) an estimate of the amount of traffic it will generate to and/or from each end office subtending the access and/or TOPS tandem (to assist the Company in its own efforts to project further facility requirements).
  - b. BellSouth SWA Transport Options, if any
  - c. Local Switching Options (including BSEs), if any
  - d. The traffic type using the categories specified in E6.1.1 of this Tariff, to enable efficient provisions and billing functions.
  - e. Provide Connecting Facility Assignment (CFA), if associated with a high capacity facility
  - f. For BellSouth SWA Local Channel and Switched Dedicated Interoffice Channel, the capacity  
The coin capable end offices and TOPS tandem switches are identified in the Wire Center Section of the NECA No. 4 Tariff.
4. For BellSouth SWA FGD and BellSouth SWA TSBSA 3 with BellSouth SWA CCSAC in addition to the information listed in 3. preceding, the IC shall provide: a reference to existing signaling connections or reference to a related BellSouth SWA CCSAC signaling connection order; BellSouth SWA CCSAC Local Switching options, if any; for BellSouth *CCS7 Signaling Connections*, STP point codes and location identifier codes, circuit identification codes and switch type; and, for BellSouth *CCS7 Signaling Connections*, specification of the level of diversity in its network, as defined in the BellSouth Guidelines to Technical Publication TR-TSV-000905. (C)  
Service Installation Guarantees, as set forth in E2.4.10 of this Tariff, are not applicable for the installations of CCSAC signaling. (N)  
For BellSouth SWA FGD and BellSouth SWA TSBSA 3 with 64 Clear Channel Capability (CCC), in addition to the information listed in 3. and 4. preceding, the IC shall specify 64 CCC Local Switching Options, if any.
5. When ordering Operator Transfer Service, the IC shall specify the number of new or additional BellSouth SWA FGC, BellSouth SWA FGD, BellSouth SWA TSBSA 2 and 3 Trunks desired, if any, to carry originating traffic from the Operator Services System location to the IC location in each LATA served by the Operator Services System where the IC requests Operator Transfer Service.
6. For BellSouth Inward Operator Services (IOS) Access Service, the IC shall specify:
  - a. For trunks to an IOS location
    - (1) The IOS location



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BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA  
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BY: Joseph P. Lacher, President -FL  
Miami, Florida

## ACCESS SERVICES TARIFF

Fourth Revised Page 6  
Cancels Third Revised Page 6

EFFECTIVE: February 17, 2002

## E5. ORDERING OPTIONS FOR ACCESS SERVICES

## E5.2 Access Order (Cont'd)

## E5.2.1 Provision of Service (Cont'd)

## B. Information Required (Cont'd)

6. For Inward BellSouth Operator Services (IOS) Access Service, the IC shall specify: (Cont'd)
  - a. For trunks to an IOS location (Cont'd)
    - (2) The number of trunks required to carry the IC's IOS traffic to the IOS location specified in (1) preceding.

## C. Traffic Engineering Responsibilities

1. The IC is responsible to assure that sufficient access facilities have been ordered to handle its traffic.
2. When ordering BellSouth SWA service, the trunks may be determined by the IC in the following manner. For each day the IC shall determine the highest number of trunks in use for a single hour. The IC shall, for the same hour period (i.e., busy hour), pick the twenty consecutive business days in a calendar year which add up to the largest number of trunks in use. The IC shall then determine the average busy hour trunks by dividing the largest number of trunks in use figure, for the same hour period, for the twenty consecutive business day period by 20. This computation shall be performed for each end office and/or access tandem the IC wishes to serve.
3. If data to develop a twenty-consecutive day period is not available, the IC may use a twenty day period that contains as many consecutive days as is available.
4. When an IC desires BellSouth SWA service to an end office that is a remote switching office, the IC must order to the host office which controls the remote switching office since all traffic to and/or from a remote switching office must be routed through the host office.
5. When ordering Dedicated Access Services from this Tariff, the IC or End User must provide a Percent Interstate Usage (PIU) of 0 percent. The jurisdiction will be determined as set forth in E2.3.14.A.9 *of this Tariff*. (T)
6. When ordering Dedicated Access Line Service from this Tariff, the IC must provide a Percent Interstate Usage (PIU) of 0 percent. The jurisdiction will be determined as set forth in E2.3.14.A.9 *of this Tariff*. (T)
7. For all access services ordered by an IC, proof of certification by the Florida Public Service Commission must be provided by the IC to the Company in accordance with the provisions in E2.3 *of this Tariff*. (T)

## D. Determination of CCS7 Signaling Connections and Terminations (N)

The customer shall work cooperatively with the Company to determine the number of CCS7 Signaling Connections and CCS7 Signaling Terminations required to handle its signaling traffic. (N)

## E. BellSouth SWA 500 Service

For BellSouth SWA 500 service, as described in E6.2 following, the IC shall order in the same manner which is set forth preceding for ordering BellSouth SWA FGC, BellSouth SWA FGD, BellSouth SWA TSBSA 2 and 3 except that ICs must order BellSouth SWA FGC, BellSouth SWA FGD, BellSouth SWA TSBSA 2 or 3 to all end offices within the IC designated LATA(s), either through the tandem or by direct connections to the end office.

The IC is also responsible for reporting to the Company the percent interstate usage (PIU) for BellSouth SWA 500 service as set forth in E2.3.14 *of this Tariff*. (T)

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## ACCESS SERVICES TARIFF

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## E5. ORDERING OPTIONS FOR ACCESS SERVICES

## E5.2 Access Order (Cont'd)

## E5.2.1 Provision of Service (Cont'd)

## F. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service

For BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service as described in E6.2.5 *of this Tariff*, the IC shall order in the same manner which is set forth preceding for ordering BellSouth SWA FGD or BellSouth SWA TSBSA 3 except that the IC must order BellSouth SWA FGD or BellSouth SWA TSBSA 3 to all access tandems or direct connections to all end offices designated by the Company as Service Switching Points for BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service within the LATA. Direct trunk routes cannot be provided unless the end office is equipped to provide the IC identification function. All traffic originating from end offices not equipped to provide the IC identification function require routing via the serving access tandem at which the function is available. Service must be ordered accordingly. (T)

The IC is also responsible for reporting to the Company the percent interstate usage (PIU) for BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service as set forth in E2.3.14 *of this Tariff*. (T)

## G. BellSouth 8XX Toll Free Dialing Number Administration Service

When ordering BellSouth 8XX Toll Free Dialing Number Administration service as described in E13.3.12 *of this Tariff*, the IC must, at a minimum, provide the following information to the Company: (T)

- Area of service<sup>1</sup>
- Name(s) of intraLATA and interLATA carrier(s), as applicable
- Access Carrier Name Abbreviation (ACNA) Code of the interLATA and intraLATA carrier, as applicable
- Activation date

When the POTS number is to be delivered to an IC, the IC must provide the full 10-digit POTS number to be associated with the 800 number and must indicate to whom the POTS number is to be delivered. In addition, the IC must also provide the POTS numbers associated with the intraLATA portion of BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service for subscribers who will use the Company for intraLATA BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service.

For the transport of any intraLATA 800 call by the Company, the IC must provide the end user billing information necessary for the Company to bill the appropriate intraLATA rates.

If the IC desires any of the options available with BellSouth 8XX Toll Free Dialing Number Administration Service as set forth in E13.3.12 *of this Tariff*, these must also be specified on the order for service. (T)

## H. BellSouth Directory Assistance Service

For BellSouth Directory Assistance service, the IC shall specify the number of trunks from the IC premises to the Directory Assistance location. Unless direct routing is specified by the IC, BellSouth Directory Assistance service will be provided with BellSouth SWA FGB, BellSouth SWA FGC, BellSouth SWA FGD or BellSouth SWA TSBSA service. The IC shall also specify which BellSouth SWA FGB, BellSouth SWA FGC, BellSouth SWA FGD or BellSouth SWA TSBSA service trunk group is to be associated with the BellSouth Directory Assistance service.

**Note 1:** The standard area of service is the entire state. Other levels of area of service may be provided with the Customized Area of Service feature.

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FLORIDA

ISSUED: January 18, 2002  
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Miami, Florida

## ACCESS SERVICES TARIFF

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**E5. ORDERING OPTIONS FOR ACCESS SERVICES****E5.2 Access Order (Cont'd)****E5.2.1 Provision of Service (Cont'd)**

- I. For all Dedicated Access Services, the End User or End User's authorized agent must specify the IC terminal location and end user premises or Hubs involved, the channel type (e.g., Voice Grade, High Capacity, etc.) the channel interface, technical specification package and options desired. For multipoint services, the channel interface at each end user premises may be different but all such interfaces shall be compatible.
- J. For BellSouth SWA Transport Services, the IC must specify the Facility Hubs involved, if applicable, the channel type (e.g., Switched Voice Grade, Switched DS1, etc.), the channel interface and any options desired.
- K. Where the Dedicated Access or WATS Access Line (a.k.a. BellSouth SPA WATS Line) service is exempt from the Dedicated Access Surcharge as set forth in Section E7. *of this Tariff*, the IC shall furnish with the order the certification as set forth in that section. (T)
- L. For WATS Access Line (a.k.a. BellSouth SPA WATS Line) service, the IC must also specify the type of calling (i.e., Originating Only, Terminating Only, or Two-Way) for which the service is to be provided. Additionally, when necessary screening functions are not provided at the wire center, which serves the IC's originating or terminating premises, the Company will provide the service to the nearest wire center where the capability exists. In these circumstances, the IC will be so notified and the order will be changed to designate the appropriate premises. No charge will apply for the change.
- M. To enable an IC to receive flat rate treatment on a WATS Access Line (a.k.a. BellSouth SPA WATS Line) used to provide terminating service (i.e., BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening service), the IC must specify, by jurisdiction, the telephone number which is used to route the call.
- N. For BellSouth SWA 900 Service, the IC shall order in the same manner which is set forth preceding for ordering BellSouth SWA FGD or BellSouth SWA TSBSA 3 with the following exception. The IC must order BellSouth SWA FGD or BellSouth SWA TSBSA 3 to all access tandems or direct connections to all end offices designated by the Company as BellSouth SWA 900 service screening offices within a LATA. Direct trunk routes cannot be provided unless the end office is equipped to provide the IC identification function. All traffic originating from end offices not equipped to provide the IC identification function will require routing via the access tandem at which the function is available. Service must be ordered accordingly. In addition, the IC shall specify whether 900 NXX codes provided to the IC should be arranged for 1+ dialing only or for both 1+ and 0+ dialing. All 900 NXXs provided to an individual IC will be arranged for either 1+ dialing only or for both 1+ and 0+ dialing.
- When the IC desires activation of a 900 NXX code for 900 NXX screening the IC shall submit an Access Service Request (ASR) whether or not additional capacity is required.
- O. For BellSouth Billing Name and Address for ANI service, in addition to the ordering conditions set forth in E5.1.2 *of this Tariff*, the IC shall also provide the following: (T)
1. The IC's Carrier Identification Code (CIC) or pseudo CIC code and Access Carrier Name Abbreviation (ACNA). In the event the IC does not have such an assignment the IC must contact the Company for this assignment.
  2. A list of Carrier Identification Codes (CICs) or pseudo CIC codes and Access Carrier Name Abbreviation (ACNA) for whom billing services are being performed.
  3. The established Company Carrier Access Billing System (CABS) Account (CO7) number and if no account exists the Company will establish a CO7 account for billing purposes.

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BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA  
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BY: Joseph P. Lacher, President -FL  
Miami, Florida

## ACCESS SERVICES TARIFF

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**E5. ORDERING OPTIONS FOR ACCESS SERVICES****E5.2 Access Order (Cont'd)****E5.2.1 Provision of Service (Cont'd)**

- P. The Service Installation Guarantee, as set forth in E2.4.10 of this Tariff, is applicable to specified services offered in this Tariff. The Service Installation Guarantee is applied on a per service order basis for BellSouth SWA services. The Service Installation Guarantee is applied on a per circuit basis for Dedicated Access Services.
- Service Installation Guarantee, as set forth in E2.4.10 of this Tariff, is not applicable for the installation of CCS7 Access Arrangement.
- Q. For BellSouth SWA FGB, BellSouth SWA FGD and BellSouth SWA TSBSA 1 and 3 service to a Mobile Telephone Switching Office (MTSO) directly interconnected to a Company Access Tandem Office, the IC shall provide information to the Company indicating the NXX codes(s) to be accessed.
- R. Expanded Interconnection Service (EIS)  
For EIS arrangements, the collocator must specify the type of cross-connect element to be utilized.
- S. When ordering BellSouth® Remote Access Service, in addition to subscribing to the service by meeting the conditions set forth in E5.1.2 and E5.2.1.B.1. of this Tariff, the customer shall:
1. coordinate their access service request through a customer account team;
  2. populate the project field on the access service request with "BST-RAS"; and
  3. negotiate service intervals for BellSouth® Remote Access Service.

**E5.2.2 Reserved for Future Use****E5.2.3 Access Order Modifications**

- A. The IC or End User may request a modification of its Access Order at any time prior to notification by the Company that service is available for the IC or End User's use or to the service date whichever is earlier. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the modification cannot be made with the normal work force during normal business hours, the Company will notify the IC or End User. If the IC or End User still desires the Access Order modification, the Company will schedule a new service date. All charges for Access Order modification will apply on a per occurrence basis.
- B. Any increase in the number of Dedicated Access Service channels, EIS cross-connect elements, or BellSouth SWA service lines, trunks or BellSouth SWA Transport facilities or BellSouth SWA CCS7 Signaling Connections and CCS7 Signaling Terminations will be treated as a new Access Order (for the increased amount only).
- C. If order modifications are necessary to satisfy the transmission performance for a Dedicated Access Service ordered by an IC or End User, these changes will be made without order modification charges being incurred by the End user.
- D. Service Date Change Charge
1. Access Order service dates for installation of new services or rearrangements of existing services, may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the IC or End User indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the IC or End User requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Company and re-issued with appropriate cancellation charges applied unless the IC or End User indicates that billing for the service is to commence as set forth in E5.2.8 of this Tariff.
  2. Failure to notify the Company prior to the original service date to request a different service date may result in the application of a Service Date Change-Additional Dispatch Charge for installations, moves and rearrangement of services. If a Company technician is dispatched to the IC or End User's premises on the scheduled service date and the IC or End User has failed to notify the Company before three o'clock p.m. EST on the business day prior to the scheduled service date that it wishes to change the service date, the Company will delay the start of service pending negotiations with the IC or End User. If the IC or End User reschedules the service date, a Service Date Change-Additional Dispatch Charge will apply in addition to a Service Date Change Charge as specified in 4(a), following. If the IC or End User cancels the service date, cancellation charges will apply in accordance with terms and conditions for cancellation charges as set forth in E5.2.4 following. Cancellation of the order will not preclude the application of the Service Date Change Charge and Service Date Change-Additional Dispatch Charge assessed for prior occurrences on the same order. (N)

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ACCESS SERVICES TARIFF

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Miami, Florida

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**E5. ORDERING OPTIONS FOR ACCESS SERVICES**

**E5.2 Access Order (Cont'd)**

**E5.2.3 Access Order Modifications (Cont'd)**

**D. Service Date Change Charge (Cont'd)**

**(DELETED)**

- 3. A new service date may be established that is prior to the original service date, if the Company determines it can accommodate the IC's or End User's request without delaying service dates for orders of other ICs, or End Users. (D)
- 4. A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. *The Service Date Change-Additional Dispatch Charge will apply for each occurrence of a technician dispatch to the IC's or customer's premises when the customer is not ready for service as specified in .D.2 preceding. The applicable charges are:* (C)

	Nonrecurring Charge	USOC OMC	
(a) Service Date Change Charge, per Order	\$26.21	OMC	(N)
(B) Service Date Change-Additional Dispatch Charge, per Occurrence	\$150.00	OMCAD	(N)

- 5. For multiple orders with the same service date for the same customer premises, only one Service Date Change-Additional Dispatch Charge will apply. However, a Service Date Change Charge will apply for each order. (N)
- 6. Service Installation Guarantee, as set forth in E2.4.10 preceding, is not applicable for Service Date Change charges. (T)

**E. Partial Cancellation Charge**

- 1. Any decrease in the number of ordered Dedicated Access Service channels, EIS cross-connect elements, or BellSouth SWA Service Lines, Trunks or BellSouth SWA Transport facilities, CCS7 Signaling Connections and CCS7 Signaling Terminations or WATS Access Lines (a.k.a. BellSouth SPA WATS Lines) will be treated as a partial cancellation and the charges as set forth in E5.2.4.B.4. following will apply.

**F. Design Change Charges**

- 1. The IC or End User may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by Company personnel, of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the IC or End User. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of BellSouth SWA Transport Termination type of channel interface, type of Interface Group or technical specification package. Design changes do not include a change of IC terminal location, End User premises, end office switch, BellSouth SWA FG type, BellSouth SWA Basic Serving Arrangement type, EIS cross-connect elements, or Dedicated Access Service channel type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.
- 2. Should an IC or End User requested design change be received on a pending access order that results in the establishment of a new service date that exceeds the original service date by more than 30 days, the IC or End User shall not be required to cancel and reissue a new order, but shall be billed a Design Change Charge and a Service Date Change Charge.
- 3. The Company will review the requested change, notify the IC or End User whether the change is a design change, if it can be accommodated and if a new service date is required. If the IC or End User authorizes the Company to proceed with the design change, a Design Change Charge will apply. The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a design change.

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BELLSOUTH  
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FLORIDA

ACCESS SERVICES TARIFF

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**E5. ORDERING OPTIONS FOR ACCESS SERVICES**

**E5.2 Access Order (Cont'd)**

**E5.2.3 Access Order Modifications (Cont'd)**

**F. Design Change Charges (Cont'd)**

**3. (Cont'd)**

The applicable charge is:

(a) Design change charge, per order  
Service Installation Guarantee, as set forth in E2.4.10 preceding, is not applicable for Design Change Charge.

<b>Nonrecurring</b>	
<b>Charge</b>	<b>USOC</b>
<b>\$26.21</b>	<b>H28</b>

4. If a change of service date is required, the Service Date Change Charge as set forth in D. preceding will also apply.

**G. (DELETED)**

(D)

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TELECOMMUNICATIONS, INC.  
FLORIDA  
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## ACCESS SERVICE TARIFF

Original Page 12

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E5. ORDERING OPTIONS FOR ACCESS SERVICES<sup>1</sup>

(N)

## E5.2 Access Order (Cont'd)

## E5.2.4 Cancellation of an Access Order

- A. An IC or End User may cancel an Access Order for the installation of service on any day prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the IC or End User that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days.

If an IC or an End User is unable to accept Access Service within 30 calendar days after the original service date, the IC or End User has the choice of the following options:

1. The Access Order shall be cancelled and charges set forth in B. following will apply, or
2. Billing for the service will commence.

In any event, the cancellation date or the billing is to commence, depending on which option is selected by the IC or End User, shall be the 31st day beyond the original service date of the Access Order.

- B. When an IC or End User cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:
1. Costs incurred in conjunction with the provision of Switched Access Service, EIS Arrangements/EIS Cross-Connects, or Dedicated Access Service starts on the Application Date as defined in 4.b. following. Provisions addressing the application of charge for EIS elements are contained in Section E20. following.
  2. When the IC or End User cancels an Access Order prior to the Design Layout Report Date, as defined in 4.b. following, no charges shall apply.
  3. When the IC or End User cancels an Access Order on or after the Design Layout Report Date, a charge equal to the estimated costs incurred by the Company shall apply. Such charge is determined as specified in 4. following.
  4. Charges applicable as specified in 3. preceding are based on the estimated costs incurred by the Company at the time the order is cancelled. The estimated costs incurred are determined based on the following:
    - a. Certain Company critical dates are associated with an Access Order provisioning interval, whether standard or negotiated. These dates are used by the Company to monitor the progress of the provisioning process. At any point in the Access Order interval the Company is able to determine which critical date was last completed and can thus determine what percentage of the Company's provisioning costs have been incurred as of that critical date.
    - b. The critical dates tracked by the Company are as follows:

**Application Date (APP):**

The date the IC or End User provides to the Company a firm commitment for service and sufficient information as detailed in E5.1 preceding to enable the Company to begin service provisioning. This is also the order date.

**Scheduled Issue Date (SID):**

The date that the order is to enter the Company's order distribution system.

**Loop Assignment and Make-up Date (LAM):**

The date by which Local Loop Assignment and Make-up information must be available.

**Design Layout Report Date (DLRD):**

The date the Design Layout Report (DLR) is forwarded to the IC or End User.

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.

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## ACCESS SERVICE TARIFF

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E5. ORDERING OPTIONS FOR ACCESS SERVICES<sup>1</sup>

(N)

## E5.2 Access Order (Cont'd)

## E5.2.4 Cancellation of an Access Order (Cont'd)

- B. When an IC or End User cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows: (Cont'd)
4. Charges applicable as specified in 3. preceding are based on the estimated costs incurred by the Company at the time the order is cancelled. The estimated costs incurred are determined based on the following: (Cont'd)
- b. The critical dates tracked by the Company are as follows: (Cont'd)
- Records Issue Date (RID):**  
The date that all design and assignment information is to be sent to the central office and installation forces.
- Designed, Verified, and Assigned Date (DVA):**  
The date by which field implementation groups must report that all documents and materials have been received.
- Wired and Office Tested Date (WOT):**  
The date by which all intraoffice wiring is to be completed, all plug-ins optioned, aligned, and frame continuity established, and the interoffice facilities, if applicable, tested. In addition, switching equipment, including translation loading, is to be installed and tested.
- Frame Continuity Date (FCD):**  
Date on which frame-to-frame testing must be completed. This is sometimes referred to as the Facility Continuity Check Date.
- Plant Test Date (PTD):**  
The date on which overall testing of the service is to be started.
- Engineering Information Report Date (EIRD):**  
The date the engineering group in another ISS area provides information to the primary engineering group.
- Service Date (DD):**  
The date on which service is to be made available to the IC or End User. This is sometimes referred to as the Due Date.
- Confirming Design Layout Report Date (CDLRD):**  
The date the Design Layout Report (DLR) is to be confirmed by the IC or End User.
- c. The percentage of the total provisioning cost incurred by the Company at a particular critical date varies by the type of service as shown in d. following.
- d. When an IC or End User cancels an Access Order, or part of an Access Order, before the service date, the Company will apply cancellation charges to the order. Cancellation charges are calculated by multiplying all the nonrecurring charges associated with the order, or that part of the order being cancelled, by the percentage shown in e. following for the critical date last completed on the order.<sup>2</sup>
- 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.
- Note 2:** As set forth in E5.2.4.B.2., when an IC or End User cancels an order prior to the Design Layout Report Date, no cancellation charges shall apply.



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ACCESS SERVICES TARIFF

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E5. ORDERING OPTIONS FOR ACCESS SERVICES (T)

E5.2 Access Order (Cont'd)

E5.2.4 Cancellation of an Access Order (Cont'd)

B. When an IC or End User cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows: (Cont'd)

4. (Cont'd)

c. The resulting cancellation charge is also shown as follows:

(1) Cancellation Charge Percentages Listing No. 1

Type Service/ Critical Dates	After: Before:	APP SID	SD LAM	LAM EIRD	EIRD DLRD	DLRD RID	RID DVA	
DEDICATED ACCESS								
WATS (a.k.a. BellSouth SPA)		3.8%	9.6%	11.9%	16.2%	21.4%	29.6%	(T)
Voice Grade (a.k.a. BellSouth SPA DS0 VG)		3.8%	9.5%	11.9%	16.1%	21.3%	29.7%	(T)
Telegraph Grade (a.k.a. BellSouth SPA Telegraph)		3.8%	9.5%	11.9%	16.1%	21.3%	29.7%	(T)
Metallic Grade (a.k.a. BellSouth SPA Metallic)		3.8%	9.5%	11.9	16.1%	21.3%	29.7%	(T)
Program Audio (a.k.a. BellSouth SPA Program Audio)		3.6%	9.1%	11.3%	15.3%	20.3%	28.3%	(T)
Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data)		3.6%	9.1%	11.4%	16.1%	21.9%	28.5%	(T)
EIS Cross-Connects		3.7%	9.3%	11.5%	15.6%	20.6%	28.8%	
<b>BELLSOUTH SWA</b>								
Trunks or Lines		8.6%	17.2%	17.2%	22.1%	28.0%	41.1%	(T)
High Capacity (a.k.a. BellSouth SPA High Capacity)		3.7%	9.3%	11.5%	15.6%	20.6%	28.8%	(T)
EIS Cross-Connects		3.7%	9.3%	11.5%	15.6%	20.6%	28.8%	

(2) Cancellation Charge Percentages Listing No. 2

Type Service/ Critical Dates	After: Before:	DVA WOT	WOT FCD	FCD PTD	PTD DD	DD	
DEDICATED ACCESS							
WATS (a.k.a. BellSouth SPA)		39.7%	47.5%	69.6%	93.3%	100.0%	(T)
Voice Grade (a.k.a. BellSouth SPA DS0 VG)		39.5%	47.2%	69.5%	93.4%	100.0%	(T)
Telegraph Grade (a.k.a. BellSouth SPA Telegraph)		39.5%	47.2%	69.5%	93.4%	100.0%	(T)
Metallic Grade (a.k.a. BellSouth SPA Metallic)		39.5%	47.2%	69.5%	93.4%	100.0%	(T)
Program Audio (a.k.a. BellSouth SPA Program Audio)		37.6%	45.0%	68.6%	93.7%	100.0%	(T)

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BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA  
ISSUED: April 28, 2000  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

ACCESS SERVICES TARIFF

Third Revised Page 15  
Cancels Second Revised Page 15

EFFECTIVE: May 15, 2000

**E5. ORDERING OPTIONS FOR ACCESS SERVICES**

**E5.2 Access Order (Cont'd)**

**E5.2.4 Cancellation of an Access Order (Cont'd)**

B. When an IC or End User cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows: (Cont'd)

4. (Cont'd)

e. The resulting cancellation charge is also shown as follows: (Cont'd)

(2) Cancellation Charge Percentages Listing No. 2 (Cont'd)

Type Service/ Critical Dates	After: Before:	DVA WOT	WOT FCD	FCD PTD	PTD DD	DD
Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data)		36.0%	45.2%	69.9%	93.9%	100.0%
EIS Cross-Connects		38.3%	45.8%	68.9%	93.6%	100.0%
BELLSOUTH SWA						
Trunks or Lines		60.5%	67.8%	79.7%	95.8%	100.0%
BellSouth SWA High Capacity		38.3%	45.8%	68.9%	93.6%	100.0%
EIS Cross-Connects		38.3%	45.8%	68.9%	93.6%	100.0%

C. When a customer cancels an order service for BellSouth Dedicated Ring or SMARTRing<sup>®</sup> service (a.k.a. BellSouth Dedicated Ring) prior to the beginning of the selected service period, the customer will be liable for all capital expenses incurred by the Telephone Company in provisioning the BellSouth Dedicated Ring or SMARTRing<sup>®</sup> service (a.k.a. BellSouth SPA Dedicated Ring), as of the date the order is canceled by the customer. The charges billed to the customer will not exceed an amount equal to the minimum period for the service as set forth in E6.1.3 and E7.4 following of this tariff at the month-to-month rates set forth in E6.8 and E7.5 following of this tariff. Such charges will be billed in addition to and subsequent to the cancellation charges set forth in E5.2.4.B. preceding.

D. When an IC or End User cancels an order for the discontinuance of service, no charges apply for the cancellation.

E. If the company misses a service date by more than 30 days due to circumstances over which it has direct control (excluding e.g., acts of God, government requirements, work stoppages and civil commotions), the IC or End User may cancel the Access Order without incurring cancellation charges.

**E5.2.5 Selection of Facilities For Access Orders**

A. When an IC or End User places an Access Order, it may choose to utilize facilities it previously purchased as a facility to a Hub. If the IC has a high capacity interface or has a purchased facility, or has a Dedicated Access Service facility purchased to a Hub, the IC or End User must request that specific channels be used to implement the Access Order. If a facility assignment is not provided by the IC or End User, the Company will provide the service from available inventory as discussed in E5.3 following.

B. For all other Access Orders, the option to request a specific transmission path or channel is not provided, except as provided for under Special Facilities Routing as set forth in Section E11. following.

**E5.2.6 Minimum Period**

A. Except as set forth in E2.4.2 preceding, B., C. and E9.4.1 following, the minimum period for which charges are applicable for Access Service is one month. (C)

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TELECOMMUNICATIONS, INC.  
FLORIDA

ISSUED: April 28, 2000  
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Miami, Florida

## ACCESS SERVICES TARIFF

Second Revised Page 16  
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**E5. ORDERING OPTIONS FOR ACCESS SERVICES****E5.2 Access Order (Cont'd)****E5.2.6 Minimum Period (Cont'd)**

- B.** The minimum service period for BellSouth<sup>®</sup> Remote Access Service is twelve months. (N)
- C.** Service Rearrangements and Transfer of Service as set forth in E6.7.1 and E7.4.1 following for BellSouth SWA and Dedicated Access Services respectively, may be made without a change in minimum period requirements. (T)
- D.** Changes other than those identified in E6.7.1 or E7.4.1 following will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service. A new minimum period will be established for the new service. The IC or End User will also remain responsible for all outstanding minimum period obligations associated with the disconnected service. (T)
- The following changes are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.
1. A move to a different building as set forth in E6.7.7 or E7.4.4 following.
  2. A change in type of service (i.e., BellSouth SWA to Dedicated Access, one type of Dedicated Access to another, or one type of BellSouth SWA service to another except as set forth in E6.7.6 following).
  3. A change in the type of Dedicated Access Service Local Channel or Switched Local Channel.
  4. A change in the interface for BellSouth SWA service or BellSouth Directory Assistance service.
  5. Change in BellSouth SWA service traffic type.
  6. Change from two-point to multipoint Dedicated Access Service or from multipoint to two-point Dedicated Access Service.
- E.** An IC or End User may request disconnect of an access service at any time after the service has been established. The IC or End User must give the Company at least one business day written or verbal notice prior to the desired disconnect date. The one business day notice period will begin on the date the Company first receives the disconnect notification, either written or verbal. The verbal notice must be followed by written confirmation within 10 days. (T)
- F.** When Access Service is disconnected prior to the expiration of the minimum period, the IC or End User is obligated for payment of the minimum period charge as set forth in E2.4.9 preceding and E5.2.7 following. When Access Service is disconnected after the expiration of the minimum period, billing for the service will be performed in accordance with the provisions set forth in E2.4.1.C. preceding. (T)

**E5.2.7 Minimum Period Charges**

- A.** When Access Service is discontinued prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The disconnect date is the final date the IC or End User has use of the service.
- The Minimum Period Monthly Charge, for services provided with a one month minimum period will be determined as follows:
1. For BellSouth SWA service, usage sensitive rate elements (i.e. Carrier Common Line, Local Switching, Access Tandem Switching, BellSouth SWA Common Transport, and Interconnection) the charge for a month or fraction thereof is equal to the applicable rates for the actual or assumed usage for the month or such fraction thereof.
  2. For BellSouth SWA Transport components which are not usage sensitive (i.e., Switched Local Channel and Switched Dedicated Interoffice Channel and Channelization Equipment), the charge for a month or fraction thereof is the applicable monthly rates for the service as set forth in E6.8 following.

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## ACCESS SERVICES TARIFF

First Revised Page 17  
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**E5. ORDERING OPTIONS FOR ACCESS SERVICES** (T)**E5.2 Access Order (Cont'd)****E5.2.7 Minimum Period Charges (Cont'd)**

- A. When Access Service is discontinued prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The disconnect date is the final date the IC or End User has use of the service. (Cont'd)
3. For Dedicated Access Service, the charge for a month or fraction thereof is the applicable monthly rate for the service as set forth in E7.5 following.
  4. For *BellSouth SWA* service Dedicated Access Lines, the charge for each remaining month and/or fraction thereof is the applicable monthly rate for the service as set forth in E6.7.3 following. (T)
  5. For EIS arrangements, the charge for a month or fraction thereof is the applicable monthly rate for the service as set forth in Section E2.0. following.
  6. The Minimum Period Charges for *BellSouth SWA FGD* or *BellSouth SWA TSBSA 3* service are set forth in E2.4 preceding. (T)
- B. Extraordinary circumstances may exist under which minimum period charges may be waived with Florida Public Service Commission approval.
- C. All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.
- D. Should billing for a service which is disconnected prior to the expiration of the Minimum Period cover multiple billing cycles, the bill reflecting the disconnect of service will be adjusted to account for that portion of the Minimum Period Charge previously billed to the IC. In no event shall the total recurring charge billed to the IC for such service exceed the applicable Minimum Period Charge.

All applicable nonrecurring charges associated with the provision of service will be billed in addition to the Minimum Period Charge. Such nonrecurring charges include the nonrecurring charge for the installation of service and/or optional features, Service Order Modification Charges, Additional Engineering and Labor Charges, if any, etc.

**E5.2.8 Shared Use Facilities**

Shared Use occurs when *BellSouth SWA* and Dedicated Access services are provided over the same high capacity facility through a common interface. The facility may be ordered either as digital high capacity *BellSouth SWA* or Dedicated Access. (T)

Billing will commence for the high capacity facility as soon as the facility is turned over to the IC for use (i.e., on the service date). Such billing will include charges for the Local Channel or Switched Local Channel, the Channelization Equipment (i.e., the multiplexer) and the interoffice transport mileage, if any. Nonrecurring installation charges will also apply at this time. (T)

Such billing will continue until such time as the IC requests, by placing an order for service, that one or more of the derived channels be used in the provisioning of an end to end *BellSouth SWA* or Dedicated Access service. When the end to end service is turned over to the IC for use, the existing billing may be modified and billing for the end to end service will commence.

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## ACCESS SERVICES TARIFF

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**E5. ORDERING OPTIONS FOR ACCESS SERVICES****E5.2 Access Order (Cont'd)****E5.2.8 Shared Use Facilities (Cont'd)**

When the original facility is ordered as Dedicated Access, the billing change to the existing facility, if any, will depend on whether the end to end service provisioned over the derived channel(s) is Dedicated or BellSouth SWA. If Dedicated Access service, the billing for the facility will not change but additional billing will commence for the end to end service provisioned over the facility. This billing will include an additional local channel(s) and interoffice mileage, if applicable, of a lower capacity level (e.g., voice grade).

When the original facility is ordered as Dedicated Access and BellSouth SWA service is provisioned over a derived channel(s), the Dedicated Access billing for the original facility will be reduced in direct proportion to the number of channels being utilized for BellSouth SWA service. For example, if six channels of BellSouth SWA DS1 are to be used for BellSouth SWA, the Dedicated Access rate will be reduced by one fourth. The IC will be billed one fourth of the BellSouth SWA DS1 rate, plus all other applicable BellSouth SWA charges for the BellSouth SWA service provided.

When the original facility is ordered as BellSouth SWA, the billing charge to the existing facility, if any, will depend on whether the end to end service provisioned over the derived channel(s) is BellSouth SWA or Dedicated Access service. If BellSouth SWA service, the billing for the facility will not change but additional billing will commence for the end to end service provisioned over the facility. This billing will include local switching, line terminations, carrier common line and additional interoffice transport at a lower capacity, if applicable.

When the original facility is ordered as BellSouth SWA and Dedicated Access service is provisioned over a derived channel(s), the BellSouth SWA billing for the original facility will be reduced in direct proportion to the number of channels being utilized for Dedicated Access service. For example, if six channels of a BellSouth SWA DS1 are to be used for Dedicated Access, the BellSouth SWA rate will be reduced by one fourth. The IC will be billed three fourths of the BellSouth SWA DS1 rate, plus all other applicable BellSouth SWA charges. The IC will be billed one fourth of the Dedicated Access DS1 rate, plus all other applicable charges for the Dedicated Access service provided.

BellSouth Dedicated Ring is only available for Shared Use with SMARTRing<sup>®</sup> service (a.k.a. BellSouth Dedicated Ring) and vice versa. When these services are ordered for Shared Use arrangements, all ring level components must be ordered as either BellSouth SWA or Dedicated Access service.

BellSouth Managed Shared Ring service is only available for Shared Use with SMARTGate<sup>®</sup> service (a.k.a. BellSouth SPA Managed Shared Ring Network) and vice versa. When these services are ordered for Shared Use arrangements, all ring level components must be ordered as either BellSouth SWA or Dedicated Access service.

(N)

**E5.3 Available Inventory**

Available inventory is limited and does not include facilities previously ordered. The Company will make every reasonable effort to maintain sufficient available inventory to provide Access Service in accordance with the IC's or End User's requested service date intervals. To the extent that service can be provided, Access Orders will be satisfied from available inventory.

**E5.4 Shared Network Arrangement****E5.4.1 General**

- A. Shared Network Arrangement (SNA) is a service offering whereby multiple interexchange carriers (ICs) may share capacity on high capacity channelized services. SNA service configurations will be limited to ICs utilizing BellSouth SWA DS3 service sharing capacity with other ICs utilizing sub-BellSouth SWA DS3 services and/or ICs utilizing BellSouth SWA DS1 service sharing capacity with other ICs utilizing sub-BellSouth SWA DS1 services. Each rate element, associated with the SNA, will be billed to a single subscriber and the Company will maintain separate records (including billing and network configuration) for each IC's portion of the SNA.

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FLORIDA

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Miami, Florida

## ACCESS SERVICES TARIFF

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## E5. ORDERING OPTIONS FOR ACCESS SERVICES (T)

## E5.4 Shared Network Arrangement (Cont'd)

## E5.4.1 General (Cont'd)

- B. The *BellSouth SWA* DS3 and *BellSouth SWA* DS1 Service ICs who are sharing capacity on their services with others are considered to be the host subscribers under these arrangements. The host subscriber is considered the IC for the higher level service and is solely responsible for payment of the rate elements for such level of service, from the subscribers terminal location through channelization. Each service user of the lower level service is responsible for payment of the charges associated with lower level service. Under the SNA, the Company may share with the host subscriber record information pertaining to the services of other users of the shared network. Such disclosure will be under the sole discretion of the Company as is necessary to perform billing reconciliations and/or other functions required in connection with maintaining account records. (T)
- C. Each subscriber entering into the SNA is solely responsible to the Company for charges associated with that subscriber's portion of the shared network.
1. For example, for *BellSouth SWA* Dedicated Transport Shared Network Arrangements, the host IC would be responsible for a *BellSouth SWA* DS3 Service Switched Local Channel and the DS3 to DS1 Channelization Equipment. The service user will be responsible for payment of the Switched Dedicated Interoffice Channel charges as well as any end office based *BellSouth SWA* charges associated with the service. (T)
- D. Disconnection of the service by the host subscriber does not relieve another user of the shared network of any obligation to pay access charges associated with the portion of the shared network to which that user subscribes. Billing for services and facilities will continue until a disconnect request from the service user has been received by the Company. The host subscriber is solely responsible for notifying the connecting service user in the event of disconnection of the host's service which affects that portion of the shared network service to which the user has subscribed.
- E. SNAs can be utilized on any of the following rate elements which comprise a service arrangement within a shared network:  
Switched Local Channels  
Switched Access Channelization Elements  
Switched Access Dedicated Interoffice Channels
- F. A one-time coordination charge will be assessed with the establishment of a Shared Network Arrangement. The host subscriber and the service user may, by mutual agreement, designate which party will be responsible for payment of the coordination charge. In the event no such agreement is reached, the charge will be applied to the host subscriber's account and the host subscriber will be responsible for payment of said charge.
- G. Shared Network Arrangement coordination charges for *BellSouth SWA* services are shown in E6.8.10 following. (T)  
Additionally, a separate nonrecurring charge will apply to process each service order on a shared network account.

## E5.5 Reserved for Future Use

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## ACCESS SERVICES TARIFF

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

**E2. GENERAL REGULATIONS****E2.3 Obligations of the IC (Cont'd)****E2.3.10 Reserved for Future Use****E2.3.11 Claims and Demands for Damages**

- A. With respect to claims of patent infringement made by third persons, the IC shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Tariff, any circuit, apparatus, system or method provided by the IC or end users.
- B. The IC shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or demands, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the IC's circuits, facilities, or equipment connected to the Company's services provided under this Tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the IC's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the IC to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the IC, its officers, agents or employees.

**E2.3.12 Reserved for Future Use****E2.3.13 Coordination with Respect to Network Contingencies**

The IC shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

**E2.3.14 Jurisdictional Report Requirements<sup>1</sup>****A. Jurisdictional Reports****1. Percent Interstate Usage (PIU)**

- a. When the Company receives sufficient call detail to permit it to determine the jurisdiction of originating and terminating access minutes of use or messages the Company will bill according to these actual minutes of use or messages and will not use customer reported Percent Interstate Usage (PIU) factors. The Company developed percent intrastate usage for access minutes will be determined at a statewide level.

The intrastate percentage will be developed on a monthly basis by end office when the access minutes are measured by dividing the measured intrastate originating or terminating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating or terminating access minutes.

The Company will bill according to actual measured minutes of use or messages for all services listed in b. and 5. following, with the exception of those listed:

- BellSouth SWA Local Channel
- BellSouth SWA Dedicated Interoffice Channel
- BellSouth SWA Billing Name and Address
- BellSouth Inward Operator Service
- BellSouth Operator Assistance Access Service
- Channelization Equipment
- DNALs<sup>2</sup> associated with BellSouth SWA LSBSA

**Note 1:** Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

**Note 2:** Where BellSouth SWA LSBSA is provisioned with a DNAL, the DNAL rates should be apportioned between interstate and intrastate using the same PIU factor as applied to the associated BellSouth SWA LSBSA.

(N)

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## ACCESS SERVICES TARIFF

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**E2. GENERAL REGULATIONS****E2.3 Obligations of the IC (Cont'd)****E2.3.14 Jurisdictional Report Requirements<sup>1</sup> (Cont'd)****A. Jurisdictional Reports (Cont'd)****I. Percent Interstate Usage (PIU) (Cont'd)****a. (Cont'd)**

Where the Company receives insufficient call detail to identify the calling station to determine the jurisdiction, the Company will charge the applicable rates for terminating BellSouth SWA as set forth in this Tariff. There may be a percentage of usage where it is not possible to know, and therefore to send to BellSouth, the needed originating information. Accordingly, BellSouth will charge the terminating BellSouth SWA rate for only those minutes lacking originating information from all SWA customers, currently 19.22 percent (%) (the "floor"). For example, if 30 percent (%) of a customer's minutes sent to BellSouth do not contain sufficient originating information to allow BellSouth to determine the originating location, then BellSouth would apply the provisions of this tariff to those minutes exceeding the "floor", or 10.78 percent (%) in this example. (C)

BellSouth will recalculate the overall SWA customer average "floor" quarterly. In addition, subsequent reviews or audits of specific customer usage may result in a new "floor" for that customer.

In the event that BellSouth applies the intrastate terminating access rate to calls without sufficient originating information as provided in this tariff, BellSouth's access customers will have the opportunity to request backup documentation of BellSouth's basis for such application, and further request that BellSouth change the application of the intrastate access rate upon a showing of why the intrastate rate should not be applied.

For the purpose of this tariff, where the customer is a third-party provider of CCS7 services to its customers ("Third Party Customers"), the customer will develop its projected PIU factor based upon a weighted average of the PIUs of its Third Party Customers' end-user traffic in accordance with the procedures described below. A Third Party Customer may elect to have the Company determine the weighted PIU and in so doing the CCS7 provider shall name and identify their third party customers. In the event a Third Party Customer does not provide a projected PIU or does not elect to have the Company determine the PIU, a 50 percent PIU will be utilized for that Third Party Customer until such time as the Company obtains sufficient data to develop the PIU as specified in b. following.

The IC will provide in its initial order the projected Percent Interstate Usage (PIU) at a statewide level on a local exchange company specific basis. When the IC and/or End User computes the PIU, it will subtract the developed percentage from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentage will equal 100 percent. A PIU of less than 100 percent is not allowed where the service is not available as an intrastate access service. The projected PIU may include up to two decimals.

The intrastate usage is to be developed as though every call that originates from a calling location within the same state as that in which the called station is situated is an intrastate communication and every call for which the originating location is in a state other than that where the called station is situated is an interstate communication. The manner in which the call is routed through the telecommunications network does not affect the jurisdiction of a call, i.e., a call between two points within the same state is an intrastate communication even if the call is routed through another state.

The Company will designate the number obtained by subtracting the intrastate percentage furnished by the IC from 100 (100 - customer percentage = interstate percentage) as the projected interstate percentage of use.

- b. When an IC initially orders service(s), as defined in the following, the IC will state in its order the Percent Interstate Usage (PIU) separately for each, as set forth in a. preceding.

- BellSouth SWA FGA
- BellSouth SWA FGB
- BellSouth SWA FGD
- BellSouth SW 500 Service
- 700 Service
- BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service
- BellSouth SWA 900 Service

**Note 1:** Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. of this Tariff (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).



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ACCESS SERVICES TARIFF

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E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements<sup>1</sup> (Cont'd)

A. Jurisdictional Reports (Cont'd)

1. Percent Interstate Usage (Cont'd)

b. (Cont'd)

- BellSouth CCS7 Access Arrangement
-Switched Local Channel
-BellSouth SWA Dedicated Interoffice Channel
-BellSouth SWA Dedicated Interoffice Channel
-Channelization Equipment
-DNALs associated with BellSouth SWA LSBSA<sup>2</sup>
-BellSouth Billing Name and Address
-BellSouth Inward Operator Service
-BellSouth Operator Assistance Access Service

(N)

When an End User initially orders BellSouth SWA FGB service, where facilities permit, the End User will state in the order, the PIU for each state.

The Percent Interstate Usage (PIU) factors associated with BellSouth SWA FGA, BellSouth SWA FGB, BellSouth SWA FGD and BellSouth SWA 500, 700, BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening and BellSouth SWA 900 service will also apply to all associated elements and services, e.g. Carrier Common Line, Local Switching, BellSouth SWA Common Interoffice Channel, Interconnection, Access Tandem Switching, Common Trunk Port Service and minute of use based multiplexer rate elements, where applicable.

The PIU category, BellSouth SWA Local Channel, includes Dedicated End Office Trunk Port Service and Dedicated Tandem Trunk Port Service charges and other flat rated charges not specifically covered by other PIU categories.

The customer will provide a single factor as the projected Percent Interstate Usage (PIU) to apportion the usage between interstate and intrastate. This factor will be applied to the following categories:

- BellSouth SWA Local Channel
-BellSouth SWA Dedicated Interoffice Channel
-Channelization Equipment

The PIU factor provided for each of the foregoing facilities categories (Switched Local Channel, BellSouth SWA Dedicated Interoffice Channel and Channelization Equipment) will reflect the combination of all traffic types which traverse such facility category.

When Dedicated Access service is provided on a BellSouth SWA facility, e.g., Dedicated Access DS1 (a.k.a. BellSouth SPA DS1) on a BellSouth SWA DS3, the facility will be apportioned between BellSouth SWA and Dedicated Access. The jurisdiction of the Dedicated Access service shall reflect the composite of the jurisdiction of the lower capacity services, if any, of which it is comprised.

The IC and/or End User shall compute the PIU using the following formula (rounded to a whole percentage).

Formula for PIU calculation: (Total Interstate Originating Minutes + Total Interstate Terminating Minutes) / (Total Originating Minutes + Total Terminating Minutes)

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. of this Tariff (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

Note 2: Where BellSouth SWA LSBSA is provisioned with a DNAL, the DNAL rates should be apportioned between interstate and intrastate using the same PIU factor as applied to the associated BellSouth SWA LSBSA.

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ACCESS SERVICES TARIFF

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**E2. GENERAL REGULATIONS**

**E2.3 Obligations of the IC (Cont'd)**

**E2.3E2.3.14 Jurisdictional Report Requirements (Cont'd)**

**A. Jurisdictional Reports (Cont'd)**

(T)

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## ACCESS SERVICES TARIFF

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Cancels Fifth Revised Page 13

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**E2. GENERAL REGULATIONS****E2.3 Obligations of the IC (Cont'd)****E2.3.14 Jurisdictional Report Requirements<sup>1</sup> (Cont'd)****A. Jurisdictional Reports (Cont'd)**

2. For BellSouth Directory Assistance Access service, the Company developed PIU for BellSouth SWA FGD terminating will apply.
3. For BellSouth CCS7 Access Arrangement, the customer must state in its order the PIU anticipated as specified in b. preceding. The PIU reported will then be applied of the rates for Signaling Connections and Terminations to arrive at the amount the customer is billed for intrastate usage of these facilities each month. In addition, the PIU will be applied to the total messages and the resulting figure multiplied by the appropriate rate per message to determine the amount the customer will be billed for intrastate usage. Subsequent PIU factors will be reported as required in 4. following. (N)
4. *Effective April 1, 2002, the customer will update the jurisdictional report associated with BellSouth CCS7 Access Arrangement, when both intrastate and interstate service is provided.* (C)  
 Effective October 1, 2000, the customer will provide a single factor as the projected Percent Interstate Usage (PIU) to apportion the usage between interstate and intrastate. This PIU will apply to the following categories: BellSouth SWA Local Channel, BellSouth SWA Dedicated Interoffice Channel and Channelization Equipment.  
 Effective July 1, 2000, the customer's and/or end user's projected Percent Interstate Usage (PIU) will be provided at a statewide level on a local exchange company specific basis.  
 Effective on the first of January, April, July and October of each year the IC will update the interstate and intrastate jurisdictional report. End Users must update the jurisdictional report on a quarterly basis for the Feature Group B services provided from this Tariff. The IC will forward to the Company, to be received no later than 30 days after the first of each such month, a revised report or letter for all services showing the intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for intrastate use. The revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the IC or End User does not supply an updated quarterly report or letter, the Company will assume the percentages to be the same PIU provided in the last quarterly report or letter accepted by the Company. For those cases in which quarterly reports have never been received from the IC or End User, the Company will assume the PIU factors to be the most recent audit results or to be the same as those provided in the order for services if no audit has been performed. If an audit has been completed and an updated quarterly report or letter has not been submitted subsequent to the audit, the Company will assume the PIU factors to be the most recent audited results.
5. When mixed interstate and intrastate Dedicated Access Service is provided, the jurisdiction will be determined as follows.
  - If the IC or End User's estimate of the interstate traffic on the service involved constitutes 10 percent or less of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this Tariff.

**Note 1:** Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

OFFICIAL APPROVED VERSION, RELEASED BY BSTHQ

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA  
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BY: Joseph P. Lacher, President -FL  
Miami, Florida

## ACCESS SERVICES TARIFF

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**E2. GENERAL REGULATIONS****E2.3 Obligations of the IC (Cont'd)****E2.3.14 Jurisdictional Report Requirements<sup>1</sup> (Cont'd)****A. Jurisdictional Reports (Cont'd)**

5. When mixed interstate and intrastate Dedicated Access Service is provided, the jurisdiction will be determined as follows. (Cont'd)
  - If the IC or End User's estimate of the interstate traffic on the service involved constitutes more than 10 percent of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of the BellSouth Telecommunications, Inc. Tariff FCC No. 1.

The IC or End User shall keep records from which the percentage of interstate and intrastate use was estimated and upon request of the Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The IC or End User shall supply the data within 30 days of the Company request.

**B. Jurisdictional Report Verification**

1. When an IC or End User provides a projected interstate usage percent as set forth in A. preceding, or when a billing dispute arises or a regulatory commission questions the projected interstate percentage for BellSouth SWA, the Company may, by written request, require the IC or End User to provide the data the IC or End User used to determine the projected interstate percentage. *In the case of a third-party provider of CCS7 service to Third Party Customers as described in A. preceding, the data will include the data provided by the Third Party Customers.* This written request will be considered the initiation of the audit. The IC or End User shall supply the data to an independent auditor within thirty days of the Company request. The IC or End User shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained as set forth in C. following and upon request of the Company make the records available for inspection at an agreed upon location during normal business hours as reasonably necessary for purposes of verification of the percentages. The Company will audit data from one quarter unless a longer period is requested by the IC or End User and agreed to by the Company. Changes to the reported PIU will not be made for the test period. If the IC or End User does not provide the requested data to the Company or independent auditor within (30) days of the notice of audit, the IC or End User will be in violation of this Tariff and subject to E2.1.8 of this Tariff. (C)

Where attempts to obtain the appropriate data from the IC or End User beyond the 30-day time limit have failed, the Company may provide such documentation to the FPSC as an indication of the IC or End User being in violation of this Tariff.

2. For BellSouth SWA service, verification audits may be conducted no more frequently than once per year except in extreme circumstances. The Company and IC or End User will attempt to limit the audit to a reasonable time to effectively complete the audit. The Company and IC or End User shall respond promptly to requests generated during the audit to ensure timely completion of the audit.

**Note 1:** Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. of this Tariff (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA). (D)

OFFICIAL APPROVED VERSION, RELEASED BY B5THQ

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

ACCESS SERVICES TARIFF

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ISSUED: February 14, 1997  
BY: Joseph P. Lacher, President - FL  
Miami, Florida

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E2. GENERAL REGULATIONS

(T)

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements<sup>1</sup> (Cont'd)

B. Jurisdictional Report Verification (Cont'd)

- 3. Audits may be conducted by an independent auditor under contract to the Company; (b) a mutually agreed upon independent auditor; or (c) an independent auditor selected and paid for by the IC or End user. If the IC or End User selects option (c), where it pays for its own independent audit, the selected auditor must certify that the audit was performed following FCC procedures for measuring interstate and intrastate traffic as established by Commission orders, and provide to the Company a report with supporting documentation to verify such procedures. In the event that the IC's auditor is agreed upon to perform the audit, the auditor shall produce an attestation audit report upon completion of the audit.

When an auditor cannot be agreed upon within 30 days by one of the three options above, the Joint LEC Audit Committee's auditor shall perform the audit.

- 4. If a billing dispute arises or a regulatory commission questions the projected interstate percentage for Dedicated Access Service, the Company will ask the IC or End User to provide the data the IC or End User uses to determine the projected interstate percentage. The IC or End User shall supply the data to an independent auditor within thirty days of the Company request. The IC or End User shall keep records from which the percentage was determined and upon request of the Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

Where an independent auditor cannot be agreed upon within 30 days the IC or End User shall supply the data to the Joint LEC Audit Committee's auditor. If the IC or End User does not comply within the 30 day time frame, the FPSC shall be notified and provided with all documentation substantiating requests made by the Company.

C. Maintenance of IC Records

- 1. The IC, Reseller, End User and AOS provider shall retain for a minimum of six (6) months call detail records, that substantiate the percentage data provided to the Company as set forth in A. preceding for *BellSouth SWA* service. Such records shall consist of one of a. and b. (if applicable), following:
  - a. All call detail records, such as workpapers and/or backup documentation including paper, magnetic tapes or any other form of records for billed IC or End User traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the IC or End User's network; and
  - b. If the IC has a mechanized system in place that calculated the PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

**Note 1:** Except where indicated herein, references to *BellSouth SWA FGs* will also include the applicable *BellSouth SWA* Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. (e.g., the term *BellSouth SWA FGA* represents both *BellSouth SWA FGA* and *BellSouth SWA LSBSA*).

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TELECOMMUNICATIONS, INC.  
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Miami, Florida

## ACCESS SERVICES TARIFF

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## E2. GENERAL REGULATIONS

(T)

## E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements<sup>1</sup> (Cont'd)

## C. Maintenance of IC Records (Cont'd)

2. Correspondence between the Company and the IC or End User shall be limited to Certified U.S. Mail for the following: Audit Results, Choice of Auditor and Choice of Test Period. Response times by the parties shall be limited to the following: Audit Results-30 days, Choice of Auditor-30 days and Choice of Test Period-10 business days. In the absence of a response within these time frames, concurrence will be assumed on the contents of such correspondence, where applicable.

D. Audit Results for *BellSouth SWA*

(T)

1. Audit results will be furnished to the IC or End User via Certified U.S. Mail (return receipt requested.) The Company will adjust the IC or End User's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit was completed, the usage for the quarter prior to completion of the audit, and to the usage for the two (2) quarters following the completion of the audit. After that time, the IC or End User may report a revised PIU pursuant to A. preceding. If the revised PIU submitted by the IC or End User represents a deviation of five percentage points or more from the audited PIU, and that deviation is not due to identifiable reasons, the provisions in B. preceding will be applied.
2. Both credit and debit adjustments will be made to the IC or End User's interstate and intrastate access charges for the specified period to accurately reflect the usage for the IC or End User's account consistent with E2.4.1 following.
3. If, as a result of an audit conducted by an independent auditor under contract to the Company, an IC or End User is found to have over stated the PIU by twenty percentage points or more, the Company shall require reimbursement from the IC or End User for the cost of the audit. The mutually agreed upon auditor will be paid for by the IC or End User. Such bill(s) shall be due and paid in immediately available funds thirty days from receipt and shall carry a late payment penalty as set forth in E2.4.1 following. If, after the 30 days, payment is not received from the IC or End User, all documentation that demonstrates attempts to collect the cost of the audit shall be turned over to the FPSC.

## E. Contested Audits

1. When a PIU audit is conducted by an independent auditor selected by the Company, the audit results will be furnished to the IC or End User by Certified U.S. Mail (return receipt requested). The IC or End User may contest the audit results based on substantive cause by providing written notification, by Certified U.S. Mail (return receipt requested), to the Company within thirty (30) calendar days from the date the audit report is furnished to the IC or End User by Certified U.S. Mail. When a PIU audit is conducted by an independent auditor selected by the IC or End User, the audit results will be furnished to the Company by Certified U.S. Mail (return receipt requested). The Company may contest the audit results by providing written notification, by Certified U.S. Mail (return receipt requested), to the IC or End User within thirty (30) calendar days from the date the audit report is furnished to the Company by Certified U.S. Mail.

(T)

**Note 1:** Except where indicated herein, references to *BellSouth SWA* Feature Groups will also include the applicable *BellSouth SWA* Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. (e.g., the term *BellSouth SWA* FGA represents both *BellSouth SWA* FGA and *BellSouth SWA* LSBSA).

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

## ACCESS SERVICES TARIFF

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## E2. GENERAL REGULATIONS

(T)

## E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements<sup>1</sup> (Cont'd)

## E. Contested Audits (Cont'd)

2. Contested audits may be resolved by a neutral arbitrator mutually agreed upon by the Company and the IC or End User. Arbitration is an option provided in addition to the IC or End User's existing right to file a complaint or legal action in a court of law or at the Commission for resolution of the dispute. The arbitration hearing will be conducted in a state or location within the Company operating territory where the IC or End User maintains a principle or significant presence as mutually agreed upon by both parties, or a state and location within the Company operating territory that is mutually agreed upon by both parties. The arbitration proceeding shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to, the Uniform Arbitration Act, as adopted in that state. The arbitration shall determine the IC or End User's PIU based on A. preceding.
3. Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU percentage which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU percentage of either party or may adopt a PIU percentage different from those proposed by the parties. If the arbitrator adopts a PIU percentage proposed by one of the parties, the other party (whose PIU percentage was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage higher than either of the PIU percentages proposed by the parties, then the party proposing the lower PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage lower than either of the PIU percentages proposed by the parties, then the party proposing the higher PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage which falls between the two percentages adopted by the parties, then the parties shall each pay one-half of the arbitration costs.
4. Absent written notification, within the time frame noted above, the IC or End User must comply with the provisions set forth in D. preceding. If the IC or End User fails to comply with these provisions, the Company may refuse additional applications for service and/or refuse to complete any and all pending orders for service or may discontinue the provision of the services to the IC or End User as specified in E2.1.8 preceding.
5. The FPSC shall be notified and given all documentation that substantiates the IC or End User non-payment.

(T)

## E2.3.15 Determination of Intrastate Charges for Mixed Interstate and Intrastate BellSouth SWA Service

(T)

- A. When mixed interstate and intrastate *BellSouth SWA* service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional feature and Basic Service Element (BSE) charges, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in E2.3.14.A preceding will serve as the basis for prorating the charges. The intrastate percentage will change as revised jurisdictional reports are submitted. The percentage of a *BellSouth SWA* service to be charged as intrastate is applied in the following manner:

(T)

**Note 1:** Except where indicated herein, references to *BellSouth SWA FGs* will also include the applicable *BellSouth SWA* Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. (e.g., the term *BellSouth SWA FGA* represents both *BellSouth SWA FGA* and *BellSouth SWA LSBSA*).

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Miami, Florida

## ACCESS SERVICE TARIFF

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**E2. GENERAL REGULATIONS<sup>1</sup>**

(N)

**E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.1 Payment of Rates, Charges and Deposits (Cont'd)**

- A. The Company will, in order to safeguard its interests, only require an IC which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of a service to the IC to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of an IC which is a successor of a company which has established credit and has no history of late payments to the Company. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the IC from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the IC is terminated, the amount of the deposit will be credited to the IC's account and any credit balance which may remain will be refunded.

Such a deposit will be refunded or credited to the IC's account when the IC has established credit or, in any event, after the IC has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the IC. In case of a cash deposit, for the period the deposit is held by the Company, the IC will receive interest at the same percentage rate as that set forth in B.3.a or in B.3.b following whichever is lower. The rate will be compounded daily for the number of days from the date the IC's deposit is received by the Company to and including the date such deposit is credited to the IC's account or the date the deposit is refunded by the Company. Should a deposit be credited to the IC's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the IC's account.

- B. The Company shall bill on a current basis all charges incurred by and credits due to the IC under this Tariff attributable to services, including, but not limited to the Trouble Location Charge as set forth in E13.3.1 following, established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage, and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for an End User or IC for Access Service under this Tariff), the period of service each bill covers and the payment date will be as follows:

1. For services provided under this Tariff that are billed directly to the End User, the Company will establish a bill day each month for each end user account. The bill will cover charges applicable to the End User for the ensuing billing period, except for the Federal Government which will be billed in arrears. Any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for the charges applicable to the End User will be applied to this bill. Such bills are due when rendered.
2. For services provided under this Tariff that are billed directly to the IC the Company will establish a bill day each month for each IC account. The bill will cover nonusage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled nonusage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day thru the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in 3. following. If payment is not received by the payment due date, as set forth in 3. following in immediately available funds, a late payment penalty will apply as set forth in 3. following.

**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.



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FLORIDA  
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Miami, Florida

## ACCESS SERVICE TARIFF

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**E2. GENERAL REGULATIONS<sup>1</sup>**

(N)

**E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.1 Payment of Rates, Charges and Deposits (Cont'd)****B. (Cont'd)**

3. All bills dated as set forth in 2. preceding for services provided to the IC and/or End User by the Company are due on the payment due date. The payment due date is the date which is 31 days after the bill day or by the next bill date (i.e., same date in the following month as the bill date) whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the IC and/or End User as follows:

If such payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If such payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday.

Further, if any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty may be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lesser of:

- a. The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment due date to and including the date that the IC and/or End User actually makes the payment to the Company, or
  - b. 0.000590 per day, compounded daily for the number of days from the payment due date to and including the date that the IC and/or End User actually makes the payment to the Company.
4. In the event of a billing dispute, the IC or End User must submit a documented claim for the disputed amount. If the dispute is submitted on or before the payment due date or within 90 days after the payment due date and the disputed amount is paid prior to resolution of the dispute, any interest credits due the IC or End User upon resolution of the dispute shall be calculated from the date of the overpayment to the resolution date. If the dispute is submitted more than 90 days after the payment due date and the disputed amount is paid prior to resolution of the dispute, any interest credits due the IC or End User upon resolution of the dispute shall be calculated from the dispute date or the date the payment is made, whichever occurs later, to the resolution date. The Company will resolve the dispute and assess interest credits or late payment penalties to the IC or End User as follows:
- If the dispute is resolved in favor of the Company and the IC or End User has paid the disputed amount on or before the payment due date, no credits or late payment penalties will apply to the disputed amount.
  - If the dispute is resolved in favor of the Company and the IC or End User has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty.

**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.

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Miami, Florida

## ACCESS SERVICES TARIFF

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E2. GENERAL REGULATIONS<sup>1</sup>

(N)

## E2.4 Payment Arrangements and Credit Allowances (Cont'd)

## E2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

## B. (Cont'd)

## 4. (Cont'd)

- If the dispute is resolved in favor of the IC or End User and the IC or End User has withheld the disputed amount, no credits or late payment penalties will apply to the disputed amount.
- If the dispute is resolved in favor of the IC or End User and the IC or End User has paid the disputed amount, the IC or End User will receive a credit from the Company for the disputed amount times a penalty factor as set forth preceding. The penalty factor shall be the lesser of:
  - a. The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment due date to and including the date that the IC and/or End User actually makes the payment to the Company, or
  - b. 0.000590 per day, compounded daily for the number of days from the payment due date to and including the date that the IC and/or End User actually makes the payment to the Company.

If an IC's traffic terminates to an end office via an alternative Tandem Service Provider (TSP), any terminating usage dispute for that end office must identify the quantity of MOUs the IC's records indicate to be terminated via an alternative TSP.

Upon receipt of the dispute involving usage terminated via an alternative TSP, the Company will verify that the disputed bill accurately represents the information provided to the Company pursuant to E6.6.5 following, within five days of receipt of a dispute notification.

If the billing agrees with the billing data received pursuant to E6.6.5 following, the Company will refer the dispute to the entity providing the billing data information within sixteen days from the date the dispute was received.

The provider of the billing data information will investigate the claim and reply to the Company within fifteen days of the referral.

The provider of the billing data information, the IC and the Company will work cooperatively to resolve any remaining discrepancies.

If the entity providing the billing data information fails to cooperate with the Company to resolve billing disputes involving usage billed based on the billing data information received, the Company may refuse to accept future billing data information and bill the full terminating charges for all usage to the alternative TSP.

The terms and conditions in E2.4.1.B.3. preceding still apply except for the following:

- If the Company accurately billed the usage as contained in the billing data information provided to it, the Company will not be liable for any interest due the IC for overpayment if the dispute is resolved in the IC's favor.

**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.

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TELECOMMUNICATIONS, INC.  
FLORIDA

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Miami, Florida

## ACCESS SERVICES TARIFF

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**E2. GENERAL REGULATIONS**

(T)

**E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.1 Payment of Rates, Charges and Deposits (Cont'd)**

- C. Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this Tariff will be prorated based on the number of days the IC or End User had service during the billing period times one-thirtieth (1/30th) the monthly rate. Billing for service begins on the day following the date of installation and shall accrue through and include the day service is discontinued. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.
- D. When a rate as set forth in this Tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- E. When more than one copy of an IC bill for services provided under the provisions of this Tariff is furnished to the IC an additional charge applies for each additional copy of the bill as set forth in E13.3.6 following.
- F. The dispute date is the date the IC or End User presents sufficient documentation to support the claim. Sufficient documentation consists of the following information, where such information is relevant to the dispute and reasonably available to the IC or End User:
1. **Dedicated Access**
    - a. The nature of the dispute (i.e., incorrect rate, incorrect circuit type etc.), including the basis for the IC's or End User's belief that the bill is incorrect.
    - b. The billing account number(s) assigned by the Company.
    - c. The amount of money in dispute.
    - d. The date of the bill in dispute.
  2. **BellSouth SWA (Non-Usage)** (T)
    - a. The nature of the dispute (i.e., incorrect rate etc.), including the basis for the IC's belief that the bill is incorrect.
    - b. The billing account number(s) assigned by the Company.
    - c. The amount of money in dispute.
    - d. The date of the bill in dispute.
  3. **BellSouth SWA (Usage)** (T)
    - a. The nature of the dispute (i.e., incorrect rate, incorrect minutes of use, etc.), including the basis for the IC's belief that the bill is incorrect.
    - b. The type of usage (i.e., originating or terminating).
    - c. The Company end office where the minutes of use originated or terminated (if applicable).
    - d. The number of minutes in dispute.
    - e. The billing account number(s) assigned by the Company.
    - f. The amount of money in dispute.
    - g. The date of the bill. (M)

Material appearing on this page previously appeared on page(s) 23 of this section.

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## ACCESS SERVICES TARIFF

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## E2. GENERAL REGULATIONS (T)

## E2.4 Payment Arrangements and Credit Allowances (Cont'd)

## E2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

- G. The Company and the IC or End User shall work cooperatively to resolve the dispute.

If additional information from the IC or End User would assist in resolving the dispute, the IC or End User may be requested to provide additional information relevant to the dispute and reasonably available to the IC or End User. This data may include, but is not limited to summarized usage data by time of day. The request for such additional information shall not affect the dispute date established pursuant to F. preceding.

- H. For purposes of B.4., the resolution date is the date on which the Company completes the investigation of the dispute, and the Company's service representative notifies the IC or End User of the disposition and notes the IC's or End User's account or when the Company forwards the amount of credit to the customer, depending upon IC or End User preference.

- I. At the option of the IC or end user, all nonrecurring charges associated with a Standard or Negotiated Interval Access Order may be billed over a three month period subject to the following:

- 50 percent of the total nonrecurring charges will be billed in the first monthly billing period after the charges are incurred, and 25 percent of the total nonrecurring charges plus an Extended Billing Plan Charge will be billed in each of the following two monthly billing periods.
- The Extended Billing Plan Charge is calculated at a rate of 1.0 percent per month or 12 percent annually, on the unbilled balance of the nonrecurring charges.
- The IC or end user must request extended billing at the time the Access Service request is placed for a Standard or Negotiated Interval Access Order.
- If the IC or end user disconnects service before the expiration of the plan period, all unbilled charges plus the Extended Billing Plan Charge, if applicable, will be included in the final bill rendered.
- This payment arrangement is not available for Daily Program Audio (a.k.a. BellSouth SPA Program Audio). (T)
- If the IC or end user fails to make any of the payments on the payment due date as set forth in B.3. preceding, these late payment charges as specified in B.3 a. or b. preceding will apply.

## E2.4.2 Minimum Periods

- A. The minimum periods for which services are provided and for which rates and charges are applicable are set forth in Sections E5., E6. and E7. following, for BellSouth SWA and Dedicated Access services; in Sections E8. and E9. following, for Billing and Collection Services and BellSouth Directory Assistance Access Service; in Section E13. following, for Scheduled Testing; and, in Section E14. following for Special Construction. (T)

(M)

Material previously appearing on this page now appears on page(s) 22 of this section.

OFFICIAL APPROVED VERSION, RELEASED BY BSTHQ

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

ISSUED: January 22, 2002  
BY: Joseph P. Lacher, President -FL.  
Miami, Florida

## ACCESS SERVICES TARIFF

Eighth Revised Page 11  
Cancels Seventh Revised Page 11

EFFECTIVE: March 22, 2002

**E3. CARRIER COMMON LINE ACCESS****E3.10 Rates and Charges (Cont'd)**

A. The rate for Carrier Common Line Access is: (Cont'd)

1. Per Originating Access Minute (Cont'd)

	Rate	USOC	
(a) BellSouth Telecommunications, Inc. - BellSouth SWA FGA, BellSouth SWA FGB, BellSouth SWA FGD, BellSouth SWA LSBSA, BellSouth SWA TSBSA 1 and BellSouth SWA TSBSA 3.	\$0.07859	NA	(R)
(b) ITS Telecommunications Systems, Inc. - Feature Groups A, B, D, LSBSA and TSBSA Technical Options 1 and 3	.0247	NA	
(c) For all other Independent Companies concurring in this Tariff	.0304	NA	

2. Per Terminating Access Minute

(a) BellSouth Telecommunications, Inc. - BellSouth SWA FGA, BellSouth SWA FGB, BellSouth SWA FGD, BellSouth SWA LSBSA, BellSouth SWA TSBSA 1 and BellSouth SWA TSBSA 3.	.015847	NA	
(b) ITS Telecommunications Systems, Inc. - Feature Groups A, B, D, LSBSA and TSBSA Technical Options 1 and 3	.0325	NA	
(c) Frontier Communications of the South, Inc. - Feature Groups A, B, D, LSBSA and TSBSA Technical Options 1 and 3	.034420	NA	
(d) For all other Independent Companies concurring in this Tariff	.0382	NA	

OFFICIAL APPROVED VERSION, RELEASED BY BSHQ

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## ACCESS SERVICES TARIFF

Fifth Revised Page 115  
Cancels Fourth Revised Page 115

ISSUED: January 18, 2002  
BY: Joseph P. Lachier, President - FL  
Miami, Florida

EFFECTIVE: February 17, 2002

## E6. BELLSOUTH SWA SERVICE

## E6.8 Rates and Charges (Cont'd)

## E6.8.1 BellSouth SWA Transport (Cont'd)

## J. Switched Local Channel - per Local Channel - Independent Telephone Companies (Cont'd)

## 4. End-Office Based Private Network

	Monthly Rate	Nonrecurring Charge	USOC
(a) Per Local Channel	\$4.75	\$18.43	TEFHK
K. BellSouth CCS7 Signaling Connections, CCS7 Signaling Terminations and CCS7 Access Arrangement Usage			(N)
1. CCS7 Signaling Connection			(N)
(a) Per 56 kbps facility	\$155.00	\$150.00	(NTPP++)
2. CCS7 Signaling Termination			(N)
(a) Per STP port	337.05	-	(NPT8SX)
3. CCS7 Signaling Usage			
(a) Call Set-Up, per message (ISUP)		Rate \$0.000035	USOC NA (N)
(b) TCAP, per message		0.000123	NA (N)
4. CCS7 Point Code Establishment or Change			(M)
		Nonrecurring Charge	
		First	USOC
(a) Originating Point Code, Established or Changed		\$40.00	NM
(b) Per Destination Point Code, Established or Changed		8.00	NM

## L. Switched Interoffice Channel - Switched Dedicated Transport - Independent Telephone Companies

## 1. Voice Grade

(a) Per mile	1.90	-	1L5XF
(b) Facility Termination	23.30	79.85	NA

## 2. DSO - 56/64 Kbps

(a) Per mile	3.95	-	1L5XK
(b) Facility Termination	38.37	24.01	NA

## 3. DS1 - 1.544 Mbps

(a) Per mile	16.75	-	1L5XL
(b) Facility Termination	59.75	100.49	NA

## 4. DS3 - 44.736 Mbps

(a) Per mile	175.00	-	1L5XM
(b) Facility Termination	1,200.00	67.19	NA

## M. Switched Interoffice Channel - Switched Common Transport - Independent Telephone Companies

## 1. Per Mile

	Rate Per Access Minute	USOC
(a) Premium	\$0.00004 *	NA
2. Facilities Termination		
(a) Premium	.00036	NA

\* 10 miles

Material now appearing on this page previously appeared on page(s) 110 of this section.

OFFICIAL APPROVED VERSION, RELEASED BY B5THQ

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA  
ISSUED: July 27, 2001  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

ACCESS SERVICES TARIFF

Fourth Revised Page 116  
Cancels Third Revised Page 116

EFFECTIVE: August 26, 2001

E6. BELLSOUTH SWA SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.1 BellSouth SWA Transport (Cont'd)

- N. Access Tandem Switching - Independent Telephone Companies
  - 1. Premium

	Rate Per Access Minute	USOC	
(a) Per Access Minute	.00050	NA	
O. Interconnection - Independent Telephone Companies			
1. Rate			
(a) <i>GTC, Inc.</i> (The Florida Telephone Company, Inc.)	.01213	NA	(T)
(b) <i>GTC, Inc.</i> (Gulf Telephone Company)	.00682	NA	(T)
(c) Northeast Florida Telephone Company, Inc.	.00352	NA	
(d) Quincy Telephone Company	.00636	NA	
(e) <i>GTC, Inc.</i> (St. Joseph Telephone and Telegraph Company)	.01144	NA	(T)
(f) Frontier Communications of the South, Inc.	-	NA	
(g) <i>Smart City Telecom</i>	.01212	NA	(T)

- P. Optional Features - Independent Telephone Companies
  - 1. Channelization - DS3

	Monthly Rate	Nonrecurring Charge		USOC
		Initial	Subsequent	
(a) DS3 to DS1, Per Arrangement	\$970.00	\$145.45	\$584.80	SATCS
(b) Central Office Channel Interface, Per DS1	-	85.00	-	SATCO
2. Channelization <sup>1</sup> - DS1				
	Monthly Rate	Nonrecurring Charge		USOC
		First	Additional	
(a) Basic Channelization System DS1 to DS0 or Analog, Per System	\$-	\$-	\$-	SATC1
(b) Central Office Channel Interface, Per Interface, Switched Access	\$-	\$-	\$-	SATSA
(c) Central Office Channel Interface, Per Interface, CCSAC Links	-	-	-	SATCL

Note 1: DS1 Channelization Equipment monthly and recurring rates will not apply at the Company end office when directly integrated into a Company end office digital switching system.

OFFICIAL APPROVED VERSION, RELEASED BY BETHQ

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

ISSUED: January 18, 2002  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

## ACCESS SERVICES TARIFF

Fourth Revised Page 117  
Cancels Third Revised Page 117

EFFECTIVE: February 17, 2002

## E6. BELLSOUTH SWA SERVICE

## E6.8 Rates and Charges (Cont'd)

## E6.8.2 Local Switching

## A. Local Switching Rates and Optional Features

## 1. Usage Sensitive Rates

	Rate Per Access Minute	USOC
(a) LS1 - BellSouth Telecommunications, Inc. BellSouth SWA FGA and BellSouth SWA FGB	\$.008661	NA (R)
(b) LS2 - BellSouth Telecommunications, Inc. BellSouth SWA FGC and BellSouth SWA FGD	.008661	NA (R)
(c) LS3 - BellSouth Telecommunications, Inc. BellSouth SWA LSBSA and BellSouth SWA TSBSA 1	.008641	NA (R)
(d) LS4 - BellSouth Telecommunications, Inc. BellSouth SWA TSBSA 2 and TSBSA 3	.008641	NA (R)
(e) LS1 - ITS Telecommunications Systems, Inc. - Feature Groups A and B	.01150	NA
(f) LS2 - ITS Telecommunications Systems, Inc. - Feature Groups C and D	.01150	NA
(g) LS3 - ITS Telecommunications Systems, Inc. - LSBSA and TSBSA Technical Option 1	.01147	NA
(h) LS4 - ITS Telecommunications Systems, Inc. - TSBSA Technical Options 2 and 3	.01147	NA
(i) For all other Independent Companies concurring in this Tariff	.01770	NA
(j) Common Trunk Port Service per Each Common Transport Trunk Termination	.008800	NA

## 2. Dedicated End Office Trunk Port Service

	Monthly Rate	USOC
(a) Per dedicated DS0/VG trunk port required	\$9.47	TDE0P
(b) Per dedicated DS1 trunk port required	139.98	TDE1P

3. Common Switching Optional Features (BellSouth SWA FG Customers Only)<sup>1</sup>

- a. Hunt Group Arrangement, available with BellSouth SWA FGA  
Per Transmission Path Group
- b. Uniform Call Distribution Arrangement, available with BellSouth SWA FGA  
Per Transmission Path Group
- c. Nonhunting Numbers for use with Hunt Group Arrangements or Uniform Call Distribution Arrangement available  
with BellSouth SWA FGA  
Per Transmission Path
- d. Automatic Number Identification /Charge Number,<sup>2</sup> available with BellSouth SWA FGB, BellSouth SWA FGC and  
BellSouth SWA FGD  
Per Transmission Path Group

Note 1: These Common Switching Optional Features are not available for BellSouth SWA Basic  
Serving Arrangement. See E6.8.2 for the appropriate BSE.

Note 2: Charge number is applicable only to BellSouth SWA FGD.





***Northeast Florida Telephone Company, Inc.***

September 12, 2002

Mark Woods, President  
Southeastern Services, Inc.  
P. O. Box 365  
Macclenny, Florida 32063-0365

Re: Information and Billing Notice

Dear Mr. Woods,

In preparation for our meeting next Thursday, September 19, 2002, we thought it would be helpful to provide to you some background information and an explanation of the results of an in-depth analysis that has led NEFCOM to its current conclusion and action plan regarding the toll service offering that SSI is currently providing in our territory. We are also including a sample bill of the type that we are preparing to send to you on October 1, 2002, for September Feature Group A (FGA) usage, pursuant to NEFCOM's Access Services Tariff. Following is a description of the service as defined in this tariff and NEFCOM's plans to implement proper billing to bring SSI into parity with other Interexchange Carriers (IXCs) with whom NEFCOM interacts for the provision of toll service.

- The Flat Rate Long Distance service that is being offered by SSI provides unlimited nationwide long distance calling for a flat rate amount. It appears that this service is being offered as an optional add-on toll plan to any customer (not just customers of SSI) in addition to local exchange, which is a separate offering. Subscribers to this service access SSI's network via a 7-digit access number. Toll calls are then re-routed over SSI facilities to the world. This is called "line side access" and is defined as Feature Group A (FGA) in the National Exchange Carrier Association (NECA) Handbook. This service is available only to Interexchange Carriers (Please See Attachment A)

***Your Quality Service Communications Provider For Over 45 Years***

130 North 4th Street • P.O. Box 485 • Macclenny, FL 32063-0485 • (904) 259-2261 or Toll Free (877) 838-5695



Mark Woods – September 12, 2002

Page 2

- This service is classified as FGA regardless of the facility being employed by SSI in the transport of this usage. There are a variety of network options that can be used in the provision of this service, such as T-1s, FGA, FGB, 800 access, and more. While SSI appears to be using internet protocol in the process of transporting the traffic from its facility in Macclenny to the world, this is irrelevant to the fact that these are toll calls that are originated on NEFCOM's switched network and terminated on some other carriers' switched network(s).
- NEFCOM has no problem with the service that SSI is providing. Our only concern is how the service has been requested and the appropriate tariff application for the services that are being provided by NEFCOM. We must assure that NEFCOM is being compensated properly for the use of its facilities and that all IXCs are treated the same with regard to application of NEFCOM's tariff(s) being applied in a non-discriminatory manner. (Please see diagram shown on Attachment B)
- In addition to the above tariff concerns, it is evident, based on our analysis, that the services that SSI is currently subscribing to in NEFCOM's General Subscribers Services Tariff (Local Tariff), i.e., Primary Rate Interface and B-1 services are not being used in a manner consistent with the tariff's intended use of these services. Typically, PRI is used in conjunction with B-1 service, similar to the way a full period T-1 would be used, to provide internet access. In this case, SSI is combining PRI with their local B-1 line in an unusual way so that SSI can essentially "switch" the calls within its router based on extra digits that must be dialed by the customer to determine where the call is supposed to terminate. While there is no specific restrictive language in the tariff, we do not believe the tariff's intent is to provide IXCs with free access to the public switched network for the purpose of avoiding the need to pay access. In other words, the normal use of PRI service, as stated in the tariff, is to provide an "...access link to the [public switched] telecommunications network." The tariff further states the B channels "...may be used to connect the customer's CPE to the Public Switched Telephone Network through outward, inward, or two-way trunks, and/or WATS/800 Service access lines." What it does NOT say is that it can be connected to a T-1 or T-1 type facility. Indeed, IXCs typically order services out of the Access Services Tariff and not the General Subscribers Services Tariff (GSST). The important thing to note here is, no matter what type of service SSI is purchasing from NEFCOM, it cannot carry toll calls (over any type of

Mark Woods – September 12, 2002

Page 3

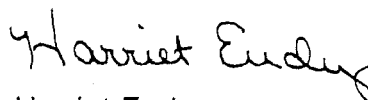
facility at all) without acting as an IXC and becoming subject to the application of access charges.

- Attachment C is a SAMPLE CABS BILL showing the amount of FGA access charges that would have been assessed had NEFCOM sent a bill for the August usage. Please note that we have no plans at this time to retroactively bill for past usage, but simply plan to move forward under the appropriate billing arrangements. The first actual bill that SSI will receive will be for September usage.
- The billing elements included in the sample CABS bill for FGA include Local Switching and Carrier Common Line. These billing elements apply ONLY TO FACILITIES THAT BELONG TO NEFCOM and are being used by SSI for completion of this traffic, i.e., the local end office to SSI's premises. There are no transport charges being applied since SSI is providing its own transport. Neither Local Switching or Carrier Common Line are covered in the rates charged for PRI. The tariff for PRI specifically states in A19.1.8.4. "Does not include company-concurred End User Common Line charges set forth in BellSouth's Access Services Tariff (in which Northeast [NEFCOM] concurs)."

We hope this information is helpful in clarifying our position on the billing issues, and we look forward to meeting with you next week to discuss this in more detail.

If you have any questions, please do not hesitate to call me at (386) 364-0700.

Sincerely,



Harriet Eudy  
Manager of Regulatory Affairs

Cc: Debi Nobles  
Sally Simmons – Florida Public Service Commission Staff  
Lennie Fulwood, Jr. – Florida Public Service Commission Staff  
Jeff Wahlen – Ausley Law Firm

## ATTACHMENT A

### Comments Regarding Appropriate Compensation for Service Provided to Southeastern Services, Inc. (SSI) by NEFCOM

#### Background:

SSI (SETEL) is certificated as an Interexchange Carrier (IXC) in the State of Florida, pursuant to Docket No. 011372-TI, Order No. PSC-01-2540-CO-TI, issued December 28, 2001.

SSI (SETEL) is certificated as an Alternative Local Exchange Company (ALEC) in the State of Florida, pursuant to Docket No. 990431-TI, Order No. PSC-99-1205-TC, issued 6/16/99. Certificate No. 7018.

SSI has entered into a resale agreement with NEFCOM whereby SSI purchases local access lines from NEFCOM's GSST at wholesale rates and resells this service to its end users. SSI does not have a local interconnection agreement with NEFCOM, nor does SSI purchase UNEs from NEFCOM for purposes of resale. SSI, therefore, is subject to the terms and conditions of NEFCOM's local General Subscribers Services Tariff on file with the Florida Commission as it relates to the local access lines it purchases from NEFCOM.

NEFCOM, pursuant to Commission Order No. 25723, Docket No. 910731-TL, dated 2/14/92, provides 25 cent calling for its Macclenny customers to Jacksonville. The plan is non-optional, two-way, and is rated at 25 cents per call regardless of call duration. Calling to Jacksonville is local and not subject to toll competition. Interexchange Carriers are not permitted to complete calls from Macclenny to Jacksonville on a 1+ basis, either via presubscription or dial-around access. IXCs may, however, offer calling into Jacksonville via either FGA (Feature Group A), FGB (Feature Group B), or 800 access. Appropriate access charge rates will be applied pursuant to NEFCOM's Access Tariff No. , via Carrier Access Billing Services (CABS).

SETEL (SSI) offers UNLIMITED NATIONWIDE LONG DISTANCE for a FLAT RATE MONTHLY FEE. \$39.95 per month. This is offered by SSI [under its interexchange carrier certificate] as an ADD-ON to Local Service for toll calling and calling into Jacksonville. In fact, it is offered regardless of who the provider of local service is. It could be a NEFCOM local customer calling SSI to sign up. In printed material prepared for individuals who may wish to become agents of SETEL, they explain that "We have local access numbers for each seven counties we service. This separates us from being a nationwide company to being a local company. When the customer dials this local number they receive a voice prompt to enter the number you wish to reach; at this point you simply dial the area code and seven-digit number. The customer receives the voice prompt based on Caller ID..." This service is, therefore, offered by SETEL (SSI) in accordance with its Interexchange Carrier Certificate. It is FGA type connection, since it involves the use of a seven-digit number for completion of traffic. The National Exchange Carrier Association (NECA) Handbook describes FGA....

FGA is defined as "...Access is available to all Interexchange Carriers (customers). It provides line side access to an Exchange Carrier end office with an associated seven-digit local telephone number for use by the Interexchange Carrier and the IC's customers use in originating and terminating communications."

It is important to note that this traffic is classified as FGA REGARDLESS OF WHAT FACILITY SSI IS USING TO TRANSPORT THE TRAFFIC FROM ITS "SWITCH" TO THE

**WORLD.** The use of internet protocol in the transmission of this traffic is **IRRELEVANT** to its classification as FGA. What is important is that SSI is originating toll calls over NEFCOM's SWITCHED NETWORK and is terminating calls elsewhere on the SWITCHED NETWORK. There are a variety of ways in which this can be accomplished, such as T-1s, FG-D trunk side connections, FG-A, as is being done in this case, FG-B, 800 access, or others.

As an Interexchange Carrier (IXC) SETEL is not permitted to offer direct (local or 25 cent plan) calling into Jacksonville.

#### **NEFCOM Position**

SSI has purchased PRI/B1 connections at the Macclenny exchange, via a seven-digit local access number for purposes of completing toll traffic over its network facilities. SSI should, instead, have ordered service out of NEFCOM's Access Service Tariff for purposes of providing its toll service offering, just as any other Interexchange Carrier (IXC) would be required to do, via an Access Service Request (ASR). The current arrangement not only violates NEFCOM's access services tariff, but also places SSI in a competitively advantageous position to other IXCs, resulting in discriminatory treatment between IXCs by NEFCOM.

NEFCOM has no choice but to prepare a Carrier Access Bill (CABS) for the FGA usage being generated by SSI customers using its toll calling plan. We will provide at least 30 days notice in advance of the bill being due in order to allow SSI time to review its options.

Attachment A is a diagram showing the routing of calls from SSI's Macclenny customers to Jacksonville and the world.

**ATTACHMENT A - PAGE 2**

# Attachment C - 9 Pages

FROM: NORTHEAST FLORIDA TELEPHONE CO.  
 130 N. 4TH STREET  
 MACCLENNY, FL 32063-0485

BILL NO 03355529A3  
 INVOICE NO 02685529-A-02244  
 BILL DATE SEP 1, 2002  
 PAGE 1

TO: SOUTHEASTERN SERVICE INC  
 ATTN: DO NOT MAIL

NOTICE : NOT FOR DISCLOSURE  
 WITHOUT PERMISSION  
 OF ADDRESSOR.

BILLING INQUIRIES CALL: (904) 259-2261

FOR TELCO USE:  
 ICSC OFC IS26

MPB - IBC

SWITCHED ACCESS SERVICE  
 FEATURE GROUP A

TOTAL - FLORIDA

\*\*\* BALANCE DUE INFORMATION \*\*\*

ZERO BALANCE DUE	.00
------------------	-----

\*\*\* DETAIL OF CURRENT CHARGES \*\*\*

USAGE CHARGES - SEE DETAIL	38,537.67
INTRASTATE	38,537.67

TOTAL CURRENT CHARGES * DUE BY OCT 1 *	38,537.67
--	-----------

=====

TOTAL AMOUNT DUE	38,537.67
------------------	-----------

=====

**Do Not Pay**

## Sample CABS Bill

FROM: NORTHEAST FLORIDA TELEPHONE CO.  
TO: SOUTHEASTERN SERVICE INC

BILL NO 03355529A3  
INVOICE NO 02685529-A-02244  
BILL DATE SEP 1, 2002  
PAGE 2

-----  
\* \* \* SUMMARY OF JURISDICTIONAL CHARGES \* \* \*

TOTAL		
USAGE CHARGES - SEE DETAIL		38,537.67
INTRASTATE/INTERLATA	38,537.67	

FROM: NORTHEAST FLORIDA TELEPHONE CO.  
 TO: SOUTHEASTERN SERVICE INC

BILL NO 03355529A3  
 INVOICE NO 02685529-A-02244  
 BILL DATE SEP 1, 2002  
 PAGE 3

-----  
 \* INTRASTATE USAGE FOR OFFICE MCLNFLXA259 904-653 JUL 21 2002 THRU AUG 20 2002 \*  
 \* \* \* MPB MULTIPLE BILLS \* \* \*

RATE CATEGORY	ZN	QUANTITY	RATE	AMOUNT
END OFFICE				
LOCAL SWITCHING				
ORIGINATING MINUTES		801,199	.017700000	14,181.22
		-----		-----
TOTAL LOCAL SWITCHING		801,199		14,181.22
TOTAL END OFFICE CHARGES				14,181.22
CARRIER COMMON LINE				
ORIGINATING MINUTES		801,199	.030400000	24,356.45
		-----		-----
TOTAL CARRIER COMMON LINE		801,199		24,356.45
TOTAL CARRIER COMMON LINE CHARGES				24,356.45
TOTAL INTRASTATE USAGE CHARGES FOR OFFICE MCLNFLXA259				38,537.67



FROM: NORTHEAST FLORIDA TELEPHONE CO.

BILL NO

03355529A3

TO: SOUTHEASTERN SERVICE INC

INVOICE NO

02685529-A-02244

BILL DATE

SEP 1, 2002

PAGE 4

-----

\* INTRASTATE STATS FOR OFFICE MCLNFLXA259 904-653 JUL 21 2002 THRU AUG 20 2002 \*

• \* \* MPB MULTIPLE BILLS \* \* \*

ORIGINATING	RECORDED MOU	MESSAGES	AT/MSG MIN-AT	FACTORED MOU
TANDEM				

MTS  
(PDR 0, PIU 0, PIIU 100, PLU 0, PIBT N/A)

	801,199	244,377	801,199
	-----	-----	-----
TOTAL	801,199	244,377	801,199

FROM: NORTHEAST FLORIDA TELEPHONE CO.

BILL NO

03355529A3

TO: SOUTHEASTERN SERVICE INC

INVOICE NO

02685529-A-02244

BILL DATE

SEP 1, 2002

PAGE 5

-----  
 \*INTRA/INTRA STATS FOR OFFICE MCLNFLXA259 904-653 JUL 21 2002 THRU AUG 20 2002 \*  
 \* \* \* MPB MULTIPLE BILLS \* \* \*

TERMINATING	RECORDED MOU	MESSAGES	T/O	FACTORED MOU
TANDEM				
MTS				
(PDR 0, PIU N/A, PIU N/A, PLU N/A, PIBT N/A)				
	6,006	1,416		6,006
	-----	-----		-----
TOTAL	6,006	1,416		6,006

FROM: NORTHEAST FLORIDA TELEPHONE CO.  
TO: SOUTHEASTERN SERVICE INC

BILL NO 03355529A3  
INVOICE NO 02685529-A-02244  
BILL DATE SEP 1, 2002  
PAGE 6

-----  
\* \* \* SUMMARY OF USAGE CHARGES FOR OFFICE MCLNFLXA259 904-653 \* \* \*  
\* \* \* MPB MULTIPLE BILLS \* \* \*

TOTAL - FLORIDA

RATE CATEGORY

TOTAL

-----  
INTRASTATE

TOTAL END OFFICE CHARGES 14,181.22  
TOTAL CARRIER COMMON LINE 24,356.45

-----  
TOTAL INTRASTATE USAGE CHARGES FOR OFFICE MCLNFLXA259 . . . . . 38,537.67

\*\*\*\*\*  
TOTAL USAGE CHARGES FOR OFFICE MCLNFLXA259. . . . . 38,537.67  
\*\*\*\*\*

FROM: NORTHEAST FLORIDA TELEPHONE CO.

BILL NO

03355529A3

INVOICE NO

02685529-A-02244

TO: SOUTHEASTERN SERVICE INC

BILL DATE

SEP 1, 2002

PAGE 7

-----  
\* \* \* SUMMARY OF USAGE CHARGES \* \* \*

TOTAL - FLORIDA

RATE CATEGORY

TOTAL

-----  
INTRASTATE

TOTAL END OFFICE CHARGES	14,181.22
TOTAL CARRIER COMMON LINE	24,356.45
	-----
TOTAL INTRASTATE USAGE CHARGES . . . . .	38,537.67

TOTAL

TOTAL END OFFICE CHARGES	14,181.22
TOTAL CARRIER COMMON LINE	24,356.45
	-----
TOTAL USAGE CHARGES . . . . .	38,537.67

FROM: NORTHEAST FLORIDA TELEPHONE CO.  
 TO: SOUTHEASTERN SERVICE INC

BILL NO 03355529A3  
 INVOICE NO 02685529-A-02244  
 BILL DATE SEP 1, 2002  
 PAGE 8

-----  
 \* \* \* SUMMARY OF USAGE STATISTICS \* \* \*

TOTAL - FLORIDA

INTRASTATE

ORIGINATING	RECORDED MOU	MESSAGES	AT/MSG MIN-AT	FACTORED MOU
TANDEM				
MTS	801,199	244,377		801,199
	-----	-----		-----
TOTAL	801,199	244,377		801,199

FROM: NORTHEAST FLORIDA TELEPHONE CO.

BILL NO

03355529A3

INVOICE NO

02685529-A-02244

TO: SOUTHEASTERN SERVICE INC

BILL DATE

SEP 1, 2002

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## \* \* \* SUMMARY OF USAGE STATISTICS \* \* \*

TOTAL - FLORIDA

## INTRASTATE/INTRALATA

TERMINATING	RECORDED MOU	MESSAGES	T/O	FACTORED MOU
TANDEM				
MTS	6,006	1,416		6,006
TOTAL	6,006	1,416		6,006

**FGA Access Rate Elements  
Billed to SSI**

Only originating access is being billed to SSI

Components of intrastate access rates:	Access Services Tariff
Carrier Common Line	0.0304000 Section E3.10.A.1(c) Page 11
Switched Transport	
Switched Common Transport	0.0007600 Section E6.8.1.M.1(a) & 2(a)
Interconnection Charge	0.0035200 Section E6.8.1.O.1(c) Page 116
End Office	
Local Switching	<u>0.0177000</u> Section E6.8.2.A.1(l) Page 117
<b>Total</b>	<b>0.0523800</b>

The rate elements above are usage sensitive and are applied on a minute of use basis

**Billing to SSI for FGA Access (two separate bills):**

**1. Carrier Access Bill (CABs):**

	Rate	Mous	Revenue
Carrier Common Line	0.0304000	907,531	\$ 27,588.94
Local Switching	<u>0.0177000</u>	907,531	<u>\$ 16,063.30</u>
<b>Total</b>	<b>0.0481000</b>		<b>\$ 43,652.24</b>

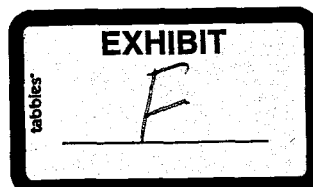
**2. Billing to 653-2111:**

Equivalent charges for switched transport:

ADS-PRI Service ordered out of NEFCOM  
GSST\_FPSC #2 Tariff Section A19

	Rate	Quantity	Revenue	Wholesale Discount	Discounted Revenue
ADS PRI Facility	\$ 280.00	3	\$ 840.00	\$ 106.51	\$ 733.49
ADS-PRI Channel Access	\$ 375.00	3	\$ 1,125.00	\$ 142.65	\$ 982.35
NARS	\$ 20.00	59	\$ 1,180.00	\$ 149.62	\$ 1,030.38
SLC	\$ 9.20	15	\$ 138.00	\$ -	\$ 138.00
ADS-PRI Line Port Charge	\$ 23.51	3	\$ 70.53	\$ -	\$ 70.53
FUSC	\$ 1.91	3	\$ 5.73	\$ -	\$ 5.73
Telecommunications Relay Surcharge	\$ 0.08	59	\$ 4.72	\$ -	\$ 4.72
			<u>\$ 3,363.98</u>	<u>\$ 398.79</u>	<u>\$ 2,965.19</u>

Charges are based on quantity, not MOUs



**SSI CABs If All Access Elements Billed**

Carrier Common Line	0.0304000	907,531	27,588.94
Switched Transport			
Switched Common Transport	0.0007600	907,531	689.72
Interconnection Charge	0.0035200	907,531	3,194.51
End Office			
Local Switching	<u>0.0177000</u>	907,531	<u>16,063.30</u>
Total	0.0523800		47,536.47

## Comparison of Full Access to Current Billing:

CABSs Bill	\$ 43,652.24
Billing for ADS PRI (Transport)	\$ 3,363.98
	<u>\$ 47,016.22</u>