

TARIFF DISTRIBUTION

FILE PACKAGE NO.: 0082

DATE: August 27, 2014

STATE: FCC

EFFECTIVE DATE: 08/26/2014

TYPE OF DISTRIBUTION: Approved

PURPOSE: Clean-up 3

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Issuing Officer: Patrick Doherty, Director - Access Regulatory

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The Title Page and Pages 1 to 29-48 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement Nos. 1 and 2 contain all changes from the original tariff that are in effect on the date hereof.

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8	18th	52	Original	96	Original
9	1st	53	Original	97	Original
10	8th*	54	Original	98	Original
11	8th*	55	Original	99	Original
12	9th*	56	11th*	100	Original
13	12th*	57	Original	101	1st
14	6th	58	1st	102	Original
15	13th	59	1st	103	Original
16	9th	60	Original	104	Original
17	3rd	61	Original	105	Original
18	6th	62	Original	106	2nd
19	Original	63	Original	107	Original
20	Original	64	Original	108	Original
21	Original	65	Original	109	Original
22	8th	66	Original	110	Original
23	4th	67	Original	111	Original
24	Original	68	Original	112	Original
25	2nd*	69	Original	113	Original
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33	1st*	77	Original	121	Original
34	4th*	78	Original	122	Original
35	1st*	79	Original	123	Original
36	1st*	80	1st	124	Original
37	1st*	81	Original	125	Original
38	2nd*	82	Original	126	Original
39	2nd*	83	Original	127	Original
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2-130	Original	2-180	Original	5-6	Original
2-131	Original	2-181	1st	5-7	Original
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2-133	Original	2-183	Original	5-9	Original
2-134	Original	2-184	Original	5-10	Original
2-135	1st	2-185	Original	5-11	3rd
2-136	1st	2-186	Original	5-12	1st
2-137	1st	2-187	Original	5-13	Original
2-138	1st	2-188	Original	5-14	Original
2-139	3rd	2-189	Original	5-15	Original
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2-141	1st	2-191	Original	5-17	1st
2-142	1st	2-192	Original	5-18	Original
2-143	1st	2-193	Original	5-19	1st*
2-144	1st	3-1	1st	5-20	1st
2-145	1st	3-2	Original	5-21	Original
2-146	1st	3-3	2nd*	5-22	Original
2-147	1st	3-4	Original	5-23	1st
2-148	1st	3-5	Original	5-24	3rd*
2-149	1st	3-6	1st*	5-25	Original
2-150	1st	3-7	Original	5-26	3rd*
2-151	1st	3-8	1st	5-27	Original
2-152	2nd	3-9	1st	5-28	1st
2-153	3rd	3-10	Original	5-28.1	Original
2-154	1st	3-11	1st	5-29	2nd
2-155	1st	3-12	2nd*	5-30	Original
2-156	1st	3-13	1st	5-31	1st
2-157	1st	3-14	1st	5-32	1st
2-158	Original	4-1	1st	5-33	Original
2-159	Original	4-2	Original	5-34	1st
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6-8	1st	6-54	Original	6-100	1st
6-9	1st	6-55	1st	6-101	Original
6-10	2nd	6-56	1st	6-102	1st
6-11	Original	6-57	Original	6-103	Original
6-12	Original	6-58	Original	6-104	1st
6-13	Original	6-59	Original	6-105	Original
6-14	Original	6-60	Original	6-106	Original
6-15	Original	6-61	Original	6-107	1st
6-16	Original	6-62	Original	6-108	1st
6-17	Original	6-63	Original	6-109	1st
6-18	1st	6-64	1st	6-110	1st
6-19	1st	6-65	Original	6-111	1st
6-20	1st	6-66	Original	6-112	1st
6-21	Original	6-67	Original	6-113	Original
6-22	Original	6-68	Original	6-114	1st
6-23	Original	6-69	Original	6-115	Original
6-24	Original	6-70	Original	6-116	Original
6-25	Original	6-71	Original	6-117	1st
6-26	1st	6-72	1st	6-118	Original
6-27	1st	6-73	Original	6-119	Original
6-28	1st	6-74	Original	6-120	1st
6-29	1st	6-75	2nd*	6-121	1st
6-30	Original	6-76	2nd*	6-122	1st
6-31	Original	6-77	2nd*	6-123	Original
6-32	Original	6-78	2nd*	6-124	Original
6-33	Original	6-79	2nd*	6-125	Original
6-34	Original	6-80	2nd*	6-126	Original
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6-39	Original	6-85	2nd	6-131	Original
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6-41	Original	6-87	Original	6-133	Original
6-42	Original	6-88	Original	6-134	Original
6-43	Original	6-89	Original	6-135	Original
6-44	Original	6-90	1st	6-136	Original
6-45	Original	6-91	Original	6-137	Original
6-46	1st	6-92	1st	6-138	Original
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6-294	Original	6-343	1st	7-11	1st
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6-296	Original	6-345	1st	7-13	Original
6-297	Original	6-346	1st	7-14	Original
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6-302	Original	6-351	1st	7-19	Original
6-303	Original	6-352	1st	7-20	3rd
6-304	Original	6-353	1st	7-21	Original
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6-306	Original	6-355	1st	7-23	Original
6-307	Original	6-356	5th	7-24	Original
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6-310	Original	6-359	1st	7-27	Original
6-311	Original	6-360	Original	7-28	Original
6-312	Original	6-361	2nd	7-29	Original
6-313	Original	6-362	2nd	7-30	Original
6-314	Original	6-363	2nd	7-31	Original
6-315	Original	6-364	2nd	7-32	1st
6-316	Original	6-365	2nd	7-33	1st
6-317	Original	6-366	2nd	7-34	Original
6-318	Original	6-367	2nd	7-35	1st
6-319	Original	6-368	2nd	7-36	1st
6-320	Original	6-369	1st	7-37	Original
6-321	Original	6-370	2nd	7-38	1st*
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6-329	Original	6-378	1st	7-46	Original
6-330	Original	6-379	Original	7-47	Original
6-331	Original	6-380	1st *	7-48	Original
6-332	Original	6-381	Original	7-49	2nd
6-333	Original	7-1	1st	7-50	2nd
6-334	Original	7-2	3rd	7-51	2nd
6-335	Original	7-3	Original	7-52	1st
6-336	Original	7-4	Original	7-53	1st
6-337	Original	7-5	1st	7-54	Original
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7-59	Original	7-108	Original	7-157	Original
7-60	Original	7-109	3rd	7-158	Original
7-61	Original	7-110	1st*	7-159	Original
7-62	Original	7-111	Original	7-160	Original
7-63	Original	7-112	Original	7-161	Original
7-64	1st	7-113	4th*	7-162	Original
7-65	2nd	7-114	2nd	7-163	Original
7-66	2nd	7-115	1st	7-164	Original
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7-75	Original	7-124	Original	7-173	3rd*
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7-78	2nd	7-127	Original	7-176	Original
7-79	1st	7-128	2nd	7-177	2nd
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7-81	1st	7-130	Original	7-179	1st*
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7-95	1st	7-144	Original	7-193	2nd
7-96	1st	7-145	Original	7-194	1st
7-97	2nd	7-146	Original	7-195	1st
7-98	1st	7-147	1st	7-196	1st
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7-487	1st	7-535	1st	7-583	Original
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7-494	1st	7-542	3rd	9-2	1st
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7-498	1st	7-546	1st	9-6	Original
7-499	1st	7-547	3rd	9-7	2nd
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7-529	1st	7-577	Original	10-3	Original
7-530	1st	7-578	Original	10-4	Original
7-531	1st	7-579	1st*	10-5	Original
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10-17	Original	12-2	1st*	12-51	Original
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10-44	Original	12-29	Original	13-3	1st
10-45	Original	12-30	Original	13-4	1st
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26. BellSouth SWA Contract Tariffs

26-1 (T)

26.1 BellSouth SWA Contract Tariff No. 2002-01

26-1

(D)

(D)

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2 - General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Hub

(T)

The term "Hub" denotes a Telephone Company designated location at which services are either joined together (as in a bridging hub) or where services are channelized (as in a Hi-Capacity hub). A hub office may be further designated as a Digital Data Access Service (DDAS) hub through which DDAS is available for provisioning. Hubs for specific services are designated in NECA (T) TARIFF F.C.C. NO. 4.

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Impedance Balance

The term "Impedance Balance" denotes the method of expressing Echo Return Loss and Singing Return Loss at a 4-wire interface whereby the gains and/or loss of the 4 wire portion of the transmission path, including the hybrid, are not included in the specification.

Impulse Noise

The term "Impulse Noise" denotes any momentary occurrence of the noise on a channel over a specified level threshold. It is evaluated by counting the number of occurrences which exceed the threshold.

Individual Case Basis

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Ingress Circuits

The term "Ingress Circuits" denotes the facility used to transport the customer's incoming dialed BellSouth Remote Access Service traffic, e.g. PRI.

Inserted Connection Loss

The term "Inserted Connection Loss" denotes the 1004 Hz power difference (in dB) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

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3 - Carrier Common Line Access Service (Cont'd)

3.4 Obligations of the Customer (Cont'd)

3.4.2 Supervision

The customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.

3.5 Determination of Usage Subject to Carrier Common Line Access Service Charges

Except as set forth herein, all BellSouth SWA service provided to the customer will be subject to Carrier Common Line Access Service charges.

3.5.1 Determination of Jurisdiction

When the customer reports interstate and intrastate use of BellSouth SWA service, the associated Carrier Common Line Access Service used by the customer for interstate will be determined as set forth in Section 3.8.4. (T)

3.5.2 Reserved for Future Use (T)

3.5.3 Local Exchange Access and Enhanced Services Exemption

When access to the local exchange is required to provide a customer service (e.g., MTS/WATS-type, telex, Data, etc.) that uses a resold private line service, BellSouth SWA service rates and regulations, as set forth in Section 6 following will apply, except when such access to the local exchange is required for the provision of an enhanced service. Carrier Common Line Access Service rates and charges as set forth in Section 3.9.1 apply in accordance with the resale rate regulations as set forth in Section 3.6.4. (T) (T)

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3 - Carrier Common Line Access Service (Cont'd)

3.6 Resold Services (Cont'd)

3.6.4 Rate Regulations Concerning the Resale of MTS and MTS-type Services (Cont'd)

(A) Apportionment and Adjustment of Resold Minutes of Use (Cont'd)

(1) Originating Services

The Telephone Company will apportion the resold originating MTS and/or MTS-type services and originating minutes of use for which the resale credit adjustment applies, among the access groups. Such apportionment will be based on the relationship of the originating usage for each access group to the total originating usage for all access groups in the LATA. For purposes of administering this provision: (T)

Resold originating MTS and/or MTS-type services minutes shall be only those attributable to interstate originating MTS and/or MTS-type minutes and shall not include collect, third number, credit card or intrastate minutes of use.

The resale credit adjustment shall apply for resold originating MTS and MTS-type services and minutes of use, provided Carrier Common Line Access and BellSouth SWA service charges have been assessed on such services.

(2) Terminating Services

The Telephone Company will apportion the resold terminating MTS and/or MTS-type services and terminating minutes of use for which the resale credit adjustment applies, among the access groups. Such apportionment will be based on the relationship of the terminating usage for each access group to the total terminating usage for all access groups in the LATA. For purposes of administering this provision:

Resold terminating MTS and/or MTS-type services minutes shall be only those attributable to interstate terminating MTS and/or MTS-type (i.e., collect calls, third number calls, and credit card calls) and shall not include intrastate minutes of use or MTS and/or MTS-type minutes of use paid for by another party.

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3 - Carrier Common Line Access Service (Cont'd)

3.8 Rate Regulations (Cont'd)

3.8.5 Determination of Premium Charges

After the adjustments as set forth in Sections 3.6.4 and 3.8.4 have been applied, when necessary, to BellSouth SWA service access minutes, charges for the involved customer account will be determined as follows: (T)

- (A) Access minutes for all premium rated BellSouth SWA service subject to Carrier Common Line Access Service charges will be multiplied by the premium access per minute rate as set forth in Section 3.9.1. (T)
- (B) Reserved for Future Use (T)
- (C) Carrier Common Line Access Service charges shall not be reduced as set forth in Section 3.6.1 unless BellSouth SWA charges, as set forth in Section 6, are applied to the customer's BellSouth SWA services. (T) (D)
- (D) Terminating premium access, per minute charge(s), apply to:
 - all terminating access minutes of use;
 - all originating access minutes of use associated with BellSouth SWA FGA and BellSouth SWA LSBSA access services where the off-hook supervisory signaling is forwarded by the customer's equipment when the called party answers;
 - all originating access minutes of use associated with calls placed to 700, 800 and 900 numbers, less the percentage of originating access minutes of use reported by the customer, as set forth following, that are associated with calls placed to 700, 800 and 900 numbers that terminate in a BellSouth SWA service that is assessed Carrier Common Line Access Service charges.

For originating access minutes of use associated with calls placed to 700, 800 and 900 numbers which terminate on a BellSouth SWA service assessed Carrier Common Line Access Service charges, the customer shall report as follows: On or before the fifteenth day of each March, June, September and December the customer shall provide the Telephone Company a report of the percentage of total interstate 700, 800, and 900 originating minutes of use that will terminate in a BellSouth SWA service that is assessed Carrier Common Line Access Service charges for the forthcoming quarter. The reported percentage will be used by the Telephone Company to determine the customer's current monthly bill for the originating minutes of use for which the report was provided as set forth in Section 3.8.5(E). The customer reported percentage should reflect any under or over estimate in the prior quarter. In the event the customer does not supply a report, the Telephone Company will assume the percentage to be the same as that provided in the previous quarterly report. (T)

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5 - Ordering Options for BellSouth SWA and Special Access (a.k.a.
BellSouth SPA) Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.4 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service
(Cont'd)

The customer is also responsible for reporting to the Telephone
Company the percent interstate usage (PIU) for BellSouth SWA 8XX
Ten Digit Screening Service as set forth in Section 2.4.1(A)(6).

(T)

5.2.5 BellSouth SWA Service to a Remote Switching Office

When a customer desires BellSouth SWA service to an end office that is a
remote switching office, the customer 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.

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5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.11 Reserved for Future Use

(T)

5.2.12 BellSouth Line Information Data Base Access

In addition to ordering conditions set forth in Section 5.1.1, preceding, the customer shall provide the Originating Point Code(s) associated with BellSouth Line Information Data Base Access Validation.

In addition to requirements stated in Section 19, following, for BellSouth Line Information Data Base Access service, the customer shall specify the number of additional BellSouth Line Information Data Base Access lines, if any, required to carry traffic from the customer's SPOI to the BellSouth Line Information Data Base Access location.

5.2.13 BellSouth Expanded Interconnection Service (EIS)

(T)

For BellSouth Expanded Interconnection service arrangements, the collocator must specify the number and type of cross connect elements to be utilized.

5.2.14 Billing Name and Address (BNA)

In addition to the ordering conditions set forth in Section 5.1.1, preceding, the customer shall also provide the following:

- (1) The customer's Carrier Identification code (CIC) or pseudo CIC Code and Access Carrier Name Abbreviation (ACNA). In the event the customer does not have such an assignment the customer must contact BellSouth for this assignment;
- (2) A list of Carrier Identification Codes (CICs) or pseudo CIC Codes and Access Carrier Name Abbreviations (ACNAs) for whom billing services are being performed;
- (3) The established BellSouth Carrier Access Billing System (CABS) Account (C07) account number and if no account exists BellSouth will establish a C07 account for billing purposes.

5.2.15 BellSouth Inward Operator Services

For BellSouth Inward Operator Services, the customer shall specify the number of new or additional BellSouth SWA FGD or BellSouth SWA TSBSA 3 trunks desired, if any, to carry traffic from the customer's premises to the BellSouth Inward Operator Services location.

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5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.2.17 BellSouth SWA 500 Access Service

For BellSouth SWA 500 Access service, as described in Section 6.2.9, the customer shall order in the same manner which is set forth, preceding, for ordering BellSouth SWA FGD and BellSouth SWA TSBSA 3, except that customers must order BellSouth SWA FGD and BellSouth SWA TSBSA 3 to all end offices within the customer designated LATA(s). (T) (D)

The customer is also responsible for reporting to the Telephone Company the percent interstate usage (PIU) for BellSouth SWA 500 service as set forth in Section 2.3.10. (T)

5.2.18 BellSouth Local Number Portability Database Services

For BellSouth Local Number Portability (LNP) Query Service, in addition to subscribing to the service by meeting the conditions set forth in Section 5.1.1 the customer shall provide the Originating Point Codes associated with the service. (D)

5.2.19 BellSouth Remote Access Service

(A) For BellSouth Remote Access Service, in addition to subscribing to the service by meeting the conditions set forth in Sections 5.1.1 and 5.2.2, the customer shall: (D)

- (1) coordinate their ASR through a customer account team;
- (2) populate the project field on the ASR with "BST-RAS"; and
- (3) negotiate service intervals for BellSouth Remote Access Service.

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6 - BellSouth SWA Service (Cont'd)

6.2 Provision and Description of BellSouth SWA Service Arrangements (Cont'd)

6.2.2 BellSouth SWA FGB (Cont'd)

(D) Testing Capabilities

BellSouth SWA FGB is provided, in the terminating direction where equipment is available, with seven digit access to balance (100 type) test line, milliwatt (102 type) test line, nonsynchronous or synchronous test line, automatic transmission measuring (105 type) test line, data transmission (107 type) test line, loop around test line, short circuit test line and open circuit test line. In addition to the tests described in Section 6.1.6 which are included with the installation of service, additional Cooperative Acceptance Testing, Automatic Scheduled Testing, Cooperative Scheduled Testing, Manual Scheduled Testing and Nonscheduled Testing are available as set forth in Section 13.3.6. (T) (D) (T)

6.2.3 Reserved for Future Use

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6 - BellSouth SWA Service (Cont'd)

6.2 Provision and Description of BellSouth SWA Service Arrangements (Cont'd)

6.2.3 Reserved for Future Use (Cont'd)

(T)

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6 - BellSouth SWA Service (Cont'd)

6.2 Provision and Description of BellSouth SWA Service Arrangements (Cont'd)

6.2.3 Reserved for Future Use (Cont'd)

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6 - BellSouth SWA Service (Cont'd)

6.2 Provision and Description of BellSouth SWA Service Arrangements (Cont'd)

6.2.3 Reserved for Future Use (Cont'd)

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6 - BellSouth SWA Service (Cont'd)

6.2 Provision and Description of BellSouth SWA Service Arrangements (Cont'd)

6.2.3 Reserved for Future Use (Cont'd)

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6 - BellSouth SWA Service (Cont'd)

6.2 Provision and Description of BellSouth SWA Service Arrangements (Cont'd)

6.2.4 BellSouth SWA FGD

(D)

(A) Description

(1) BellSouth SWA FGD is provided at Telephone Company designated electronic end office switches whether routed directly or via Telephone Company designated electronic access tandem switches. For originating BellSouth SWA FGD for coin sent-paid capability, the coin capable option is provided direct to Telephone Company designated end offices or TOPS tandems. In addition, calls originated by an end user to information services, transportation information or Telecommunications Relay Service Centers (TRS) via 211, 511 or 711 dialing codes shall be routed by the Telephone Company to the designated DMS access tandem within the LATA.

For BellSouth SWA FGD with BellSouth SWA CCSAC and the tandem signaling option, the BellSouth SWA CCSAC option is provided through Telephone Company-designated STPs.

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6 - BellSouth SWA Service (Cont'd)

6.2 Provision and Description of BellSouth SWA Service Arrangements (Cont'd)

6.2.13 BellSouth SWA Managed Shared Network Service (Cont'd)

The Telephone Company and the customer shall work cooperatively in revising their network arrangements in order to accommodate aggregation of the customer's BellSouth SWA Managed Shared Network Service traffic at an Aggregation Location, including the conversion of the customer's BellSouth SWA Managed Shared Network Service traffic from Alternate Aggregation Locations, as applicable.

The customer may request reconfiguration of all BellSouth SWA Managed Shared Network Service traffic from one Aggregation Location to another Aggregation Location. A new DS1 equivalent commitment level for the second Aggregation Location shall be established equal to no less than the sum of the commitment at the first Aggregation Location and the commitment at the second Aggregation Location. The first Aggregation Location shall become an Alternate Aggregation Location associated with the second Aggregation Location, and a two-year conversion period shall apply. Termination liability charges for discontinuance of the first Aggregation Location are as set forth in Section 6.7.22. The cost of reconfiguring traffic from one Aggregation Location to another Aggregation Location shall be determined on an Individual Case Basis.

6.2.14 Reserved for Future Use

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6 - BellSouth SWA Service (Cont'd)

6.2 Provision and Description of BellSouth SWA Service Arrangements (Cont'd)

6.2.14 Reserved for Future Use

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6 - BellSouth SWA Service (Cont'd)

6.8 Rates and Charges (Cont'd)

6.8.12 BellSouth Local Number Portability Database Services

	<u>Per Query</u>
(A) BellSouth LNP Query Service	\$0.000448
(B) BellSouth LNP Call Routing Service - per call delivered to the Telephone Company requiring a query and subsequently completed to the end user	\$0.001727

6.8.13 Reserved for Future Use

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ACCESS SERVICE

7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.3 Voice Grade (a.k.a. BellSouth SPA DSO VG) Service (Cont'd)

7.2.3.1 WATS Access Line (a.k.a. BellSouth SPA WATS Line) (WAL) Service
(Cont'd)

(C) The following interfaces are available with WAL (a.k.a. BellSouth SPA WATS Line) Service:

LO, LS, DS, GO, GS, RV, EA, EB

Compatible channel interfaces are set forth in Technical Reference TR-NWT-000334.

(D) Optional Features and Functions

- (1) Two-wire and four-wire Central Office bridging capability.
- (2) Improved two-wire voice transmission specifications.
- (3) Certain other arrangements associated with WAL (a.k.a. BellSouth SPA WATS Line) services such as WATS Access Line (a.k.a. BellSouth SPA WATS Line) Nonchargeable Termination Options and Common Switching Optional Features are available as defined in Section 6 preceding.
- (4) One-way or Two-way Capability

7.2.4 Program Audio (a.k.a. BellSouth SPA Program Audio) Service

(T)

(A) Basic Channel Description

A Program Audio channel is a channel measured in Hz for the transmission of a complex signal voltage. The actual bandwidth is a function of the channel interface selected by the customer. Only one-way transmission is provided. Program Audio channels are provided between customer designated premises or between a customer designated premises and a Telephone Company Hub.

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7- Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.2 Service Description (Cont'd)

7.2.13 SMARTPath Service (a.k.a. BellSouth SPA DS1 Shared Ring)

(A) Service Description

(T)

SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring) is a shared high capacity network capable of providing a 1.544 Mbps transport link with high performance and reliability parameters and a level of redundancy/diversity designed to limit a single event from interrupting service. This service is available in those locations within specified SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring) areas which the Company determines can be incorporated into the SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring) network enabling the Company to provide the specified level of performance and reliability. For locations where a customer requests SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring) and facilities are not available, special construction charges will apply, as set forth in the BELLSOUTH TELECOMMUNICATIONS SPECIAL CONSTRUCTION TARIFF, F.C.C. No. 2. SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring) areas and associated wire centers are identified in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 by wire center.

SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring) provides a transport link between a customer designated premises where the network is accessed and (1) another customer designated premises, in the same SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring) area or (2) a serving wire center in the same SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring) area for connection to (a) DS1 Basic Channelization, BellSouth SPA CNM - FlexServ Service, LightGate service (a.k.a. BellSouth SPA Point to Point Network), or BellSouth Virtual Expanded Interconnection Services under Section 20 of this tariff, or (b) a SMARTPath (a.k.a. BellSouth SPA DS1 Shared Ring) Area Junction of another SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring) area in the same Metropolitan Area.

(B) Performance Objectives

ANSI T1.403-1989 Extended Super Frame Format (ESF) is required on all circuits in order to assure performance objectives. The performance objectives for SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring) are as follows:

- (1) Meet or exceed 99.99% circuit availability on a monthly basis. This objective applies except where a customer's equipment is disconnected and/or inoperative.
- (2) Meet or exceed 99.95% error-free seconds on a monthly basis.
- (3) Meet or exceed .009% severely errored seconds on a monthly basis.

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7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.2 Impedance

The nominal reference impedance with which the channel will be terminated for the purpose of evaluating transmission performance:

<u>Value (ohms)</u>	<u>Code(s)</u>
110	0
150	1
600	2
900	3+
135	5
75	6
124	7
Variable	8
100	9
Fiber	F

7.3.3 Digital Hierarchy Channel Interface Codes

Customer's selecting the channelized four-wire DS1 or higher facility interface option at the customer designated premises will be requested to provide subsequent system and channel assignment data. Capacity is stated in terms of the digital bit rate or equivalent channel capacity as indicated below:

<u>Interface Code and Speed Option</u>	<u>Digital Hierarchy Level</u>
4DS9-1_	DS1
4DS6-44A	1 DS3
4ST6-A	1 STS-1
4DS6-44C	3 DS3's
4SOF----	1 OC-N*
4DS6-44G	12 DS3's
4DS6-44N	24 DS3's

+For those interface codes with a 4-wire transmission path at the customer designated POT, rather than a standard 900 ohm impedance, the code (3)denotes a customer provided transmission equipment termination. Such terminations were provided to customers in accordance with the F.C.C. Docket No. 20099 Settlement Agreement.

The SONET hierarchy level is specified in the Network Channel Code, character positions 1 and 2. Code OB indicates the OC-3 level.

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7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.5 Compatible Channel Interfaces

(D)

Channel interface codes (CIs) which are compatible are shown in the following Technical References for each category of service:

(A) Metallic (a.k.a. BellSouth SPA Metallic)	TR-NPL-000336	
(B) Telegraph Grade (a.k.a. BellSouth SPA Telegraph)	TR-NPL-000336	
(C) Voice Grade (a.k.a. BellSouth SPA DSO VG)	TR-TSY-000335 MDP 326-584	
(D) Program Audio (a.k.a. BellSouth SPA Program Audio)	TR-NPL-000337	
(E) Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video) Service	TR-73608 (BellSouth)	
(F) Uncompressed Switched Video Service (a.k.a. BellSouth SPA Uncompressed Switched Video)	TR-73607 (BellSouth)	(T)
(G) BellSouth SPA Modular Video Transport Service ⁽¹⁾	TR-73606 (BellSouth)	(N)
(H) Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)	TR-NPL-000339	(T)
(I) Wideband Data (a.k.a. BellSouth SPA Wideband Data)	TR-NPL-000340	(T)

⁽¹⁾ Effective August 25, 2011, BellSouth SPA Modular Video Transport Service is (T) no longer available to new Customers. There is no change for existing customers.

ISSUED: AUGUST 11, 2014

EFFECTIVE: AUGUST 26, 2014

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7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.15 DS1 High Capacity (a.k.a. BellSouth SPA DS1) Service (Cont'd)

- (A) A termination liability charge will be applicable if services provided under a CSPP arrangement are disconnected prior to the end of the chosen service period. The termination charge is equal to the applicable rate per rate element for the current contract multiplied times the difference in months between the time the CSPP contract has been in effect and the minimum contract length multiplied times a factor. The factor is 50 percent for contracts that have been in effect twelve months or less, or 20 percent for contracts that have been in effect longer than twelve months.
- (B) No charges apply for the conversion of existing DS1 High Capacity (a.k.a. BellSouth SPA DS1) service under a month-to-month payment plan to a CSPP arrangement.
- (C) Plan C offered under the CSPP arrangement, as specified in 2.4.8(A) preceding, is not available for DS1 High Capacity (a.k.a. BellSouth SPA DS1) service.

In order to accommodate more flexible customer situations, certain elements of DS1 High Capacity (a.k.a. BellSouth SPA DS1) service are available under an Area Commitment Plan (ACP) as described in 2.4.8(B) preceding. ACP for DS1 High Capacity (a.k.a. BellSouth SPA DS1) service is made available for local channels, interoffice channel miles and basic channelization. DS1 High Capacity (a.k.a. BellSouth SPA DS1) Interoffice Channel-Fixed rate elements will receive the same rate treatment for credits and shortfall charges as long as the associated circuit mileage qualifies under the ACP. The ACP A and ACP B rates for DS1 service are the same as the Plans A and B rates shown for CSPP.

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7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.16 Reserved for Future Use

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7.4 Rate Regulations (Cont'd)

7.4.16 Reserved for Future Use (Cont'd)

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ISSUED: AUGUST 11, 2014

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7.4 Rate Regulations (Cont'd)

7.4.19 Reserved for Future Use

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7.4 Rate Regulations (Cont'd)

7.4.19 Reserved for Future Use (Cont'd)

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7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.4 Rate Regulations (Cont'd)

(D)

(D)

7.4.20 Voice Grade (a.k.a. BellSouth SPA DSO VG) Service

Monthly rates and nonrecurring charges as specified in 7.5.3 following apply for Voice Grade (a.k.a. BellSouth SPA DSO VG) service.

Voice Grade (a.k.a. BellSouth SPA DSO VG) service is available under several payment plans: Voice Grade (a.k.a. BellSouth SPA DSO VG) Rate Stability Plan (with a minimum of 36 months and a maximum of 60 months), Month-to-month (with a minimum of one month), Plan A (24-48 Months) or Plan B (49-72 Months). The Voice Grade (a.k.a. BellSouth SPA DSO VG) Rate Stability Plan is provided as outlined in 7.4.13 preceding. Plans A and B are provided under conditions specified in the Channel Services Payment Plan (CSPP), 2.4.8(A) preceding, except as modified following:

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7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.4 Rates Regulations (Cont'd)

7.4.24 Reserved for Future Use

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7.4 Rates Regulations (Cont'd)

7.4.24 Reserved for Future Use

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ISSUED: AUGUST 11, 2014

EFFECTIVE: AUGUST 26, 2014

ACCESS SERVICE

7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.8 Promotions

(D)

7.8.1 Special Promotion – BellSouth DS1 Diverse Service

7.8.1.1 General Regulations

- (A) This tariff provides a Special Promotion for DS1 Diverse Service and is valid for the period beginning April 1, 2004, through September 30, 2004, subject to the regulations, terms and conditions set forth herein.
- (B) The rates and charges for DS1 Diverse Service are set forth in this Tariff. The Company reserves the right to change the terms, conditions, rates and charges for DS1 Diverse Service in this Tariff or other sections of this Tariff during the promotional period in (A) preceding, unless otherwise specified herein.
- (C) The regulations, terms and conditions for this Special Promotion shall apply for Zone 1 Metropolitan Statistical Areas (MSAs) that are equipped and operational for DS1 Diverse Service as of the effective date of this tariff.

7.8.1.2 Description of Special Promotion

- (A) This Special Promotion will be conducted for a 180-day period as set forth in 7.8.1.1(A), preceding.
- (B) The customer must subscribe to a new Transport Payment Plan (TPP), with a minimum 24-month contract term, for a new or existing BellSouth DS1 Diverse Service in order to receive a 15% credit each month on the DS1 Diverse Local Channel monthly rate for one-half the TPP contract term selected.
- (C) Unless otherwise noted herein, all TPP regulations in Section 2.4.8 of this Tariff shall apply, including termination liability regulations and waiver of nonrecurring charges when a minimum 12-month TPP contract term is selected.
- (D) In addition to the TPP termination liability, this promotion will apply a termination penalty should the customer disconnect service prior to the end of the TPP term. The customer must repay all monthly credits received under this promotion up to the date of disconnect.

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EFFECTIVE: AUGUST 26, 2014

ACCESS SERVICE

10 - Special Federal Government Access Services

(D)

10.1 General

This section covers Access Services that are provided to a customer for use only by agencies or branches of the Federal Government and other users authorized by the Federal Government. Services provided to state emergency operations centers are included. These services provide for command and control communications, including communications for national security, emergency preparedness and presidential requirements. They are required to assure continuity of Government in emergency and crisis situations and to provide for national security.

Services for command and control communications and for national security and emergency preparedness sometimes require short notice and short duration service provisions. These provisions are especially needed to meet presidential requirements or in response to natural, man-made, or declared emergencies. Requirements of this type cannot be forecasted and are usually needed for a relatively short period. The provision of service under these conditions may require the availability of facilities, such as portable microwave equipment, which are provided on a temporary basis by the Telephone Company or customer.

10.2 Emergency Conditions

These services will be provided on the date requested or as soon as possible thereafter when an emergency falls into one of the following categories:

- State of crisis declared by the National Command Authorities (includes commitments made to the Office of Emergency Communications in the "National Plan for Emergencies and Major Disasters")
- Efforts to protect endangered U.S. personnel or property both in the U.S. and abroad. (Includes space vehicle recovery and protection efforts.)
- Communications requirements resulting from hostile action, a major disaster or a major civil disturbance.

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12 - Specialized Service or Arrangements (Cont'd)

12.2 Application of Move Charges (Cont'd)

Move charges include the estimated costs of removal, restoration of services or facilities necessitated by the move, transportation, storage, reinstallation, engineering, labor, supervision, materials, administration, and any other specific items of cost directly attributable to the move.

12.3 Rates and Charges

Rates and charges, and additional regulations if applicable, for Specialized Service or Arrangements provided on an individual case basis are filed following:

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE

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ACCESS SERVICE

13 - Additional Engineering, Additional Labor and Miscellaneous Services
(Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.2 Reserved For Future Use

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EFFECTIVE: AUGUST 26, 2014

ACCESS SERVICE

20 - BellSouth Expanded Interconnection Service

20.1 BellSouth Virtual Expanded Interconnection

(T)

20.1.1 Service Description

BellSouth Virtual Expanded Interconnection service provides for location interconnection of collocator-provided/Telephone Company leased fiber optic facilities to Telephone Company interstate BellSouth SWA and Special Access (a.k.a. BellSouth SPA) services. BellSouth Virtual Expanded Interconnection service for switched access is provided at designated central offices, tandems, and remote nodes/switches (e.g., locations). BellSouth Special Access Virtual Expanded Interconnection is available only at designated central offices. Under BellSouth Virtual Expanded Interconnection, a collocator provides fiber optic cable up to a Telephone Company-designated interconnection point outside of the location, such as a manhole. The collocator will provide the entrance fiber extending between the interconnection point and the location. The Telephone Company will lease the entrance fiber under the provisions of Section 20.1.2(A) and will install the fiber into the location for connection to the BellSouth Virtual Expanded Interconnection collocator-provided/Telephone Company leased transmission equipment. In addition, if multiple entry points are available, and the collocator so desires, multiple entry points will be provided to the collocator. A BellSouth Virtual Expanded Interconnection arrangement may interconnect with Telephone Company interstate BellSouth SWA and Special Access (a.k.a. BellSouth SPA) DS1/DS3 level high capacity services within the location. (T)

Microwave facilities, in lieu of fiber facilities, may be used for interconnection where they may reasonably be provided. Upon receipt of a request for microwave interconnection, BellSouth will negotiate the arrangements and file the appropriate rates and regulations for the service.

BellSouth Virtual Expanded Interconnection will be made available subject to the availability of space and facilities in each Telephone Company location. BellSouth's central office, tandem and remote node switch site designations are listed in NECA Tariff F.C.C. No. 4. (D)

20.1.2 Regulations

(A) In order to ensure the compatibility of the transmission capabilities of the facilities and equipment used in the provision of BellSouth Virtual Expanded Interconnection, such equipment and facilities, including the entrance fiber, associated riser cable/fiber, terminal transmission equipment, plug-ins, software, unique tools and test equipment will be provided by the collocator. The collocator agrees to lease to BellSouth all the equipment and support structure components required to provision and maintain/repair BellSouth Virtual Expanded Interconnection on an ongoing basis, for the nominal sum of one dollar.

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ACCESS SERVICE

20 - BellSouth Expanded Interconnection Service (Cont'd)

20.1 BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.1.2 Regulations (Cont'd)

(B) The Telephone Company will designate the point of interconnection in proximity to the location building, which is normally an entrance manhole. The Telephone Company reserves the right to prohibit all equipment and facilities, other than cable, within its entrance manholes. No splicing will be permitted in the entrance manhole. The collocator must provide a length of underground fiber optic cable in the entrance manhole specified by the Telephone Company which is of sufficient length to be pulled through the conduit and into the cable vault splice locations. The collocator is responsible for placement of the fiber optic facility within the manhole and for the maintenance of the fiber optic cable(s). Before placing the fiber optic facility in the manhole, the collocator will contact the Telephone Company for instructions. The collocator agrees to comply with the Telephone Company's safety and security rules. Access to the manhole is covered by the terms and conditions specified by the Telephone Company.

The Telephone Company will pull the collocator-provided/Telephone Company leased fiber cable from the interconnection point to the cable vault where the cable will be spliced to collocator-provided/Telephone Company leased fire retardant riser cable which the Telephone Company will install.

(C) The BellSouth Virtual Expanded Interconnection collocator must provide the terminating transmission equipment that the Telephone Company will lease and use pursuant to Section 20.1.2(A) to provision the BellSouth Virtual Expanded Interconnection arrangement. The equipment must comply with the Bellcore Network Equipment Building System (NEBS) General Equipment Requirements (TR-NWT-000063); National Electrical Code standards, and meet the minimum Operational System Modification for Intelligent Network Elements (OSMINE) requirements of coding for the TIRKSR System. This minimum includes Human Equipment Catalog Item Group (HECIG), Equipment Catalog Item Group (ECIG) processing code, Human Equipment Catalog Item (HECI), Equipment Catalog Item (ECI) number, and Function Codes as required for provisioning. OSMINE requirements of coding are covered in BellCore Publication GR-485-CORE. Additionally, this equipment must comply with any local, state or federal statutory and/or regulatory requirements in effect at the time or subsequent to equipment installation.

(D) The collocator is responsible for providing the terminating transmission equipment, e.g., fiber optic terminals, DS3/DS1 channelization equipment, fiber terminating device. The BellSouth Virtual Expanded Interconnection collocator must also specify all software options for the transmission equipment and associated plug-ins. In addition, the collocator shall provide the following:

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20 - BellSouth Expanded Interconnection Service (Cont'd)

20.1 BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.1.2 Regulations (Cont'd)

(D) (Cont'd)

- all necessary plug-ins/circuit packs (both working and spare) including any required options that must be physically set on the plug-ins.
- all unique tools and test equipment.
- initial and subsequently added equipment should be sized and equipped to handle a minimum of 12 months forecasted growth.
- rack mounted storage unit to house spare plug-ins, tools, and test equipment.
- any desired equipment for remote monitoring and control.
- fuse panel(s) with sufficient capacity for all BellSouth Virtual Expanded Interconnection transmission equipment.
- network facility rack(s), i.e., relay racks, to mount all of the above referenced equipment and Telephone Company-provided interconnection panel(s).

(E) Any equipment provided under Section 20.1.2(D) preceding shall be leased (T) to the Telephone Company in accordance with Section 20.1.2(A). (T)

(F) Performance monitoring, alarm monitoring and software cross-connect control of all facilities and equipment used in provisioning an arrangement will be the responsibility of the BellSouth Virtual Expanded Interconnection collocator. The BellSouth Virtual Expanded Interconnection collocator will be responsible for initiating maintenance/repair requests for said facilities and equipment, pursuant to Section 20.1.2(I). (T)

If the collocator desires the Telephone Company to provide the transport for monitoring and control functions, such transport will be ordered and billed pursuant to the applicable service tariff provisions.

(G) The Telephone Company will have responsibility for installation and maintenance/repair of the facilities and equipment used to provide BellSouth Virtual Expanded Interconnection from the point of interconnection up to and including the BellSouth Virtual Expanded Interconnection terminating transmission equipment.

(H) The Telephone Company will designate a meet-point location within the BellSouth Virtual Expanded Interconnection site where the Telephone Company's BellSouth Virtual Expanded Interconnection and Special Access (a.k.a. BellSouth SPA) DS1/DS3 services will be terminated for interconnection with the BellSouth Virtual Expanded Interconnection equipment. The BellSouth Virtual Expanded Interconnection DS1 and DS3 network interfaces (NIs) are contained in TR 73572 "BellSouth Virtual Expanded Interconnection Service DS1 and DS3 Level Network Interface Specifications."

ISSUED: AUGUST 11, 2014

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20 - BellSouth Expanded Interconnection Service (Cont'd)

20.1 BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.1.2 Regulations (Cont'd)

- (I) The Telephone Company will work cooperatively with the BellSouth Virtual Expanded Interconnection collocator to facilitate joint testing and maintenance/repair related activities.
 - (1) The collocator will be responsible for notifying the Telephone Company of significant outages of any portion of its network, which could impact or degrade Telephone Company switches and services. The collocator will also provide, if possible, an estimated time for restoral.
 - (2) Troubles reported to or observed by the collocator should be tested and isolated by the collocator prior to reporting the trouble to the Telephone Company.
- (J) All installation work performed on behalf of the collocator must be performed by the Telephone Company or a Telephone Company-authorized vendor. Authorization procedures may be obtained from the Telephone Company upon request.

20.1.3 Limitations

The following provisions address BellSouth Virtual Expanded Interconnection Service interconnections to the Telephone Company network and service prohibitions for BellSouth Virtual Expanded Interconnection arrangements:

- (A) Collocators who subscribe to BellSouth Virtual Expanded Interconnection will not have access to the Telephone Company building, except as provided in Section 20.1.7. (T)
- (B) A Telephone Company security escort will accompany the BellSouth Virtual Expanded Interconnection collocator at the interconnection point outside of the BellSouth Virtual Expanded Interconnection location. The security escort will be provided at the collocator's expense in accordance with charges described in Section 20.1.15. (T)

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20 - BellSouth Expanded Interconnection Service (Cont'd)

20.1 BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.1.3 Limitations (Cont'd)

- (C) The Telephone Company will not interconnect facilities between two or more different collocators within the same BellSouth Virtual Expanded Interconnection location.
- (D) BellSouth Virtual Expanded Interconnection arrangements will be DS1 or DS3 electrical interconnections.
- (E) The BellSouth Virtual Expanded Interconnection collocator may interconnect at the DS3 level with the following Telephone Company interstate services:
 - LightGate service (a.k.a. BellSouth SPA Point to Point Network) local channel or interoffice channel via a LightGate service (a.k.a. BellSouth SPA Point to Point Network) DS3 Central Office Channel Interface
 - SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) via a SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) Central Office Node DS3 Channel Interface
 - 28 DS1 Channelization System
 - BellSouth SWA service
 - SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring)
 - SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network)
 - FlexServ Port in a Digital Cross Connect System
- (F) The BellSouth Virtual Expanded Interconnection collocator may interconnect at the DS1 level with the following Telephone Company interstate services:
 - DS1 local channel or interoffice channel
 - DS1 Basic Channelization System
 - BellSouth Customer Network Management Service Port in a Digital Cross-Connect System
 - DS1 Central Office Channel Interface associated with LightGate (a.k.a. BellSouth SPA Point to Point Network) or SMARTRing services (a.k.a. BellSouth SPA Dedicated Ring)
 - BellSouth SWA Service
 - SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring)
 - SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network)

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ACCESS SERVICE

20 - BellSouth Expanded Interconnection Service (Cont'd)

20.1 BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.1.4 Service Application

- (A) A collocator shall complete and provide to the Telephone Company a written application requesting a BellSouth Virtual Expanded Interconnection service arrangement and an application fee per request, per location. Details on the specific requirements of the requested BellSouth Virtual Expanded Interconnection arrangement, including interconnect drawings technical specifications, monitor and control design and other equipment related documentation, must be provided with the written application.
- (B) The Telephone Company will process applications for BellSouth Virtual Expanded Interconnection arrangement on a first-come, first-serve basis by location as determined through the receipt of the application fee.
- (C) The Telephone Company will accept letters of agency in conjunction with an application for BellSouth Virtual Expanded Interconnection.
- (D) Upon receipt of the application fee, the Telephone Company will conduct the following design and planning activities:
 - (1) engineering record search and review to determine availability of conduit, rack, floor space and multiple entry points.
 - (2) determination of requirements of the requested BellSouth Virtual Expanded Interconnection design.
 - (3) administrative activities required to process the application.

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20 - BellSouth Expanded Interconnection Service (Cont'd)

20.1 BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.1.4 Service Application (Cont'd)

- (E) Once the Telephone Company has completed the design and planning activities, the collocator will be informed of the floor space and power requirements. At this time the Telephone Company will provide to the collocator a list of vendors certified to perform equipment installations.
- (F) A collocator shall have thirty (30) days from receipt of the information to place a firm order.
- (G) The Telephone Company's engineering and other labor time associated with establishing and maintaining a BellSouth Virtual Expanded Interconnection Service arrangement will be billed under the provisions of Section 13.1 and Section 13.2 of this Tariff.
- (H) The collocator will contract directly with its chosen certified vendor for installation. The Telephone Company will retain project management responsibility and authority related to the installation work done in the central office (i.e., decisions as to specific location of the equipment bay, termination panel appearance, assignments, etc.). Equipment installation includes, but is not limited to, assembly, floor mounting, connecting power, connecting optical and metallic interfaces, connecting monitoring equipment, turn-up, acceptance testing, stenciling, updating central office records and any other task that may be required for compliance with the BellSouth installation standards as contained in TR-73503. The Telephone Company, in cooperation with the chosen certified vendor, will determine the installation interval. The collocator and its chosen vendor will work in close cooperation with Telephone Company representatives having project management responsibility and will comply with the installation standards specified in TR-73503.
- (I) A collocator agrees to meet with the Telephone Company on an as needed basis to review the design and work plans and schedules for the installation of the collocator-provided/Telephone Company leased terminating transmission equipment and facilities.

20.1.5 Service Activation

- (A) The Telephone Company will notify the collocator in writing upon completion of the installation work and prior to activating the BellSouth Virtual Expanded Interconnection arrangement.

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20 - BellSouth Expanded Interconnection Service (Cont'd)

20.1 BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.1.5 Service Activation (Cont'd)

- (B) The Telephone Company will provide the BellSouth Virtual Expanded Interconnection collocator with the circuit identifications associated with the collocator-provided/Telephone Company leased terminating transmission equipment as well as specific location of the equipment, e.g., BellSouth Virtual Expanded Interconnection location, bay location, shelf, etc., at the time of installation.
- (C) The Telephone Company will utilize existing test equipment, or the collocator-provided/Telephone Company leased unique test equipment, for acceptance and repair in cooperation with the BellSouth Virtual Expanded Interconnection collocator.

20.1.6 Training

If a collocator selects terminating transmission equipment hardware and/or software which is not currently in use in the Telephone Company location where BellSouth Virtual Expanded Interconnection will be provided, the collocator will be responsible for payment of the charges as set forth in Section 20.1.15(F) for any necessary training for Telephone Company personnel needed to install and repair said equipment. Additionally, the collocator will be responsible for payment of any applicable tuition fees associated with said training. (T) (D)

In the event that the collocator does not provide the necessary training to enable Telephone Company personnel to repair said equipment, the Telephone Company may call a certified vendor to make repairs of said equipment. The collocator will reimburse the Telephone Company for any charges submitted by the certified vendor for repair of said equipment. In addition, charges for security escort will apply as set forth in Section 20.1.15(H). (T)

20.1.7 Inspections

A BellSouth Virtual Expanded Interconnection collocator shall call to schedule a time to enter the BellSouth Virtual Expanded Interconnection location(s) for the purpose of inspecting the terminating transmission equipment dedicated for its use. A Telephone Company security escort will accompany the BellSouth Virtual Expanded Interconnection collocator during said inspections at the expense of the collocator. Security escort rates are as set forth in Section 20.1.15(G). (T) (D)

20.1.8 Reserved For Future Use

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20 - BellSouth Expanded Interconnection Service (Cont'd)

20.1 BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.1.9 Maintenance (T)

Except in emergency situations, the collocator-provided/Telephone Company leased fiber optic cable facilities and terminating transmission equipment will be maintained/repaired only upon request of the BellSouth Virtual Expanded Interconnection collocator. In an emergency, the Telephone Company will use reasonable efforts to notify the BellSouth Virtual Expanded Interconnection collocator, but nevertheless may perform such maintenance/repair as deemed necessary without prior notification or request. When initiating maintenance/repair requests on equipment, the collocator must provide the Telephone Company with the associated circuit identifications and specific location of the BellSouth Virtual Expanded Interconnection equipment, as well as a detailed description of the trouble. Charges for maintenance/repair performed upon request from, or on behalf of, the BellSouth Virtual Expanded Interconnection collocator will be billed to the collocator on a time sensitive basis as described in Section 13.3.1 of this Tariff. No charges will be assessed to the BellSouth Virtual Expanded Interconnection collocator for maintenance if said maintenance is required as a result of negligence or willful misconduct on the part of the Telephone Company, or from incidental damage resulting from Telephone Company activities. The collocator is responsible for providing equipment required for maintenance/repair spares under the terms of Section 20.1.2(A). (T)

All maintenance/repair on BellSouth Virtual Expanded Interconnection terminating transmission equipment will be performed by the Telephone Company.

20.1.10 Liability and Damages (T)

(A) The Telephone Company reserves to itself, its successors and assigns, the right to utilize the space within its location(s) in such a manner as will best enable it to fulfill its own service requirements. The Telephone Company shall not be liable to the collocator for physical damage to the collocator-provided/Telephone Company leased facilities or equipment occupying a Telephone Company location unless caused by the negligence or willful misconduct of the Telephone Company. In such event, the liability of the Telephone Company shall be limited to the reasonable cost of repair/replacement of damaged facilities or equipment. The Telephone Company shall have no liability whatsoever to a collocator or customer of the collocator for lost revenues or profits occasioned by any interruption of the collocator's service or interference with the operation of the collocator-provided/Telephone Company leased facilities in a Telephone Company location(s).

ISSUED: AUGUST 11, 2014

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20 - BellSouth Expanded Interconnection Service (Cont'd)

20.1 BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.1.10 Liability and Damages (Cont'd)

- (B) The collocator shall indemnify, defend, and save harmless the Telephone Company from and against any and all losses, claims, demands, causes of action, and costs, including attorneys' fees, whether suffered, made, instituted, or asserted by the collocator or by any other party or person for damages to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, repair, use, or removal of BellSouth Virtual Expanded Interconnection collocator-provided/Telephone Company leased equipment or facilities, or by their proximity to the equipment or facilities of another BellSouth Virtual Expanded Interconnection occupying space in a Telephone Company location(s), or by any act or omission of the Telephone Company, its employees, agents, former or striking employees, or contractors, in connection therewith.
- (C) The collocator shall indemnify, defend, and save harmless the Telephone Company from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorney's fees which may arise out of or be caused by the collocator's presence in the BellSouth Virtual Expanded Interconnection location and/or by acts of the collocator, its employees, agents, or contractors. The collocator shall indemnify, defend, and save harmless the Telephone Company from and against any and all damages, costs and expense of relocating conduit systems, when such relocation is necessitated by the BellSouth Virtual Expanded Interconnection arrangement and/or by acts of the collocator, its employees, agents or contractors.
- (D) In no event shall the Telephone Company or any of its directors, officers or employees or agents be liable for any loss of profit or revenue by the collocator or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by the collocator, even if the Telephone Company has been advised of the possibility of such loss or damage. The collocator shall indemnify, defend, and hold harmless the Telephone Company, its directors, officers and employees, servants, agents, affiliates and parents, from and against any and all claims, cost, expenses or liability arising out of the installation and operation of the collocator-provided/Telephone Company leased facilities and equipment within the location.

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20 - BellSouth Expanded Interconnection Service (Cont'd)

20.1 BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.1.10 Liability and Damages (Cont'd)

(E) The collocator represents, warrants and covenants that it shall not cause or permit any other party to cause any environmental conditions in, at or affecting the BellSouth Virtual Expanded Interconnection location which violate any federal, state or local law, ordinance, rule or regulation. The collocator shall indemnify, defend, and hold harmless the Telephone Company from any and all liability, damage claim or cost of any kind, including reasonable attorney's fees, resulting from or arising out of any breach of the foregoing sentence.

(F) The collocator shall be responsible for the actions of all persons under its control when working in a Telephone Company manhole, or other point of interconnection outside of the BellSouth Virtual Expanded Interconnection location.

(G) Floor Space (T)

(1) If the interconnection floor space or any part thereof shall be damaged by fire or other casualty, the Telephone Company shall give immediate notice thereof to the collocator and the provisions of this tariff shall continue in full force and effect except as hereinafter set forth.

(2) If the interconnection floor space is partially damaged or rendered partially unusable by fire or other casualty not caused by the collocator, the damages thereto shall be repaired by and at the expense of the Telephone Company. The interconnection floor space fee, until such repair shall be substantially completed, shall be reduced from the day following the casualty according to the portion of the interconnection space and/or associated cable and conduit spaces which are rendered unusable.

(3) If the interconnection floor space, cable space, or conduit space is totally damaged or rendered wholly unusable by fire or other casualty not caused by the collocator, then the occupancy fees shall be paid up to the time of the casualty and thenceforth shall cease until the date when the space shall have been repaired and restored by the Telephone Company, subject to the Telephone Company's right to elect not to restore the same as hereinafter provided.

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20 - BellSouth Expanded Interconnection Service (Cont'd)

20.1 BellSouth Virtual Expanded Interconnection

20.1.10 Liability and Damages (Cont'd)

(G) Floor Space (Cont'd)

(T)

(4) If the interconnection floor space, cable space, or conduit space is rendered wholly unusable or if the building shall be so damaged that the Telephone Company shall decide to demolish it or not to rebuild it, then, in any of such events, the Telephone Company may elect to terminate service under this tariff by written notice to the collocator given within ninety (90) days after such fire or casualty specifying a date for the cessation of service, which date shall not be more than sixty (60) days after the giving of such notice, and upon the date specified in such notice service under this tariff shall cease and the BellSouth Virtual Expanded Interconnection arrangement with the collocator shall forthwith be terminated and the collocator-provided/Telephone Company leased remaining equipment removed and returned to the collocator without prejudice however to the Telephone Company's rights and remedies against the collocator under the tariff provisions in effect prior to such termination, and any facility/equipment fees owing shall be paid up to such date and any payments of fees made by the collocator, which were on account of any period subsequent to such date, shall be returned to the collocator. Unless the Telephone Company shall serve a termination notice as provided for herein, the Telephone Company shall make the repairs and restorations under the conditions of (2) and (3) above, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Telephone Company's reasonable control. After any such casualty, the collocator shall cooperate with the Telephone Company's restoration by agreeing to the Telephone Company removing from the interconnection floor space all of the salvageable inventory and movable equipment. The collocator's liability for BellSouth Virtual Expanded Interconnection fees shall resume upon reactivation of service after the Telephone Company has notified the collocator that the BellSouth Virtual Expanded Interconnection arrangement has been restored to a condition comparable to that existing prior to such casualty.

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20 - BellSouth Expanded Interconnection Service (Cont'd)

20.1 BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.1.11 Confidential Information

The Telephone Company agrees to hold in confidence information provided to it by a collocator pursuant to this tariff; and information known to the Telephone Company as a result of the interconnection of collocator-provided/Telephone Company leased equipment to Telephone Company facilities and services if such information is of a competitive nature. Similarly, the collocator agrees to hold in confidence information provided to it by the Telephone Company pursuant to this tariff if such information is of a competitive nature. Neither party is obligated to hold in confidence information that:

- was already known to the Party free of any obligation to keep said information confidential;
- was or becomes publicly available by other than unauthorized disclosure; or
- was rightfully obtained from a third party not obligated to hold such information in confidence

20.1.12 Title

(T)

This tariff does not convey to a collocator any right, title or interest in the Telephone Company facility; interconnection space; cable space; cable racking; vault or conduit space used in the provisioning of a BellSouth Virtual Expanded Interconnection arrangement.

20.1.13 Force Majeure

(T)

The Telephone Company shall not be liable for any delay or failure in performance of any part of this tariff to the extent that such failure or delay is caused by acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers or other causes beyond the control of the Telephone Company.

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20 - BellSouth Expanded Interconnection Service (Cont'd)

20.1 BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.1.14 Rate Regulations

20.1.14.1 BellSouth Virtual Expanded Interconnection Elements

Regulations governing the application of BellSouth Virtual Expanded Interconnection rates and charges are described below. Rates and charges for each element are specified in Section 20.1.15. (T)

(A) Application Fee

An Application Fee in the amount specified in 20.1.15 following must be submitted with the collocator's application for BellSouth Virtual Expanded Interconnection service. The first-come, first-served policy of processing applications for BellSouth Virtual Expanded Interconnection arrangements will be determined based upon the order of receipt of applications for BellSouth Virtual Expanded Interconnection along with the Application Fee. The Application Fee will be used for design and planning activities, which include an engineering record search for conduit, rack, and floor space availability and a determination of requirements for the requested BellSouth Virtual Expanded Interconnection design.

An Application Fee is required with each BellSouth Virtual Expanded Interconnection arrangement application submitted per location. If more than one BellSouth Virtual Expanded Interconnection arrangement is ordered at the same location on the initial BellSouth Virtual Expanded Interconnection arrangement application, then only one Application Fee will apply. A subsequent application for an additional arrangement within the same location must be submitted with another Application Fee.

(B) Cable Installation Charges (T)

The Cable Installation Charge applies for each BellSouth Virtual Expanded Interconnection cable ordered within a location. Cable installation involves activities associated with pulling the collocator-provided/Telephone Company leased fiber cable from the interconnection point to the BellSouth Virtual Expanded Interconnection terminating equipment or the vault, installing collocator-provided/Telephone Company leased fire retardant riser cable, and splicing the entrance fiber cable to the riser cable.

Payment of the Cable Installation Charge must be made prior to the Telephone Company commencing work on the BellSouth Virtual Expanded Interconnection arrangement work order. The Cable Installation Charge will not apply on subsequent BellSouth Virtual Expanded Interconnection arrangement orders within the same location for the same BellSouth Virtual Expanded Interconnection collocator if the collocator and Telephone Company jointly determine that efficient cable facilities exist to accommodate the subsequent BellSouth Virtual Expanded Interconnection arrangement(s).

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20 - BellSouth Expanded Interconnection Service (Cont'd)

20.1 BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.1.14 Rate Regulations (Cont'd)

20.1.14.1 BellSouth Virtual Expanded Interconnection Elements (Cont'd)

(C) Cable Support Structure

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

(D) Cross-Connects

The Telephone Company's rate regulations associated with establishing and maintaining Cross Connects are as set forth in Section 13 of this Tariff.

(E) Floor Space

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

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

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

(F) Security Escort

A security escort is provided to a collocator whenever the collocator, or approved agent, desires access to the entrance manhole or to inspect the collocator-provided/Telephone Company leased terminal transmission equipment.

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

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20 - BellSouth Expanded Interconnection Service (Cont'd)

20.1 BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.1.14 Rate Regulations (Cont'd)

20.1.14.1 BellSouth Virtual Expanded Interconnection Elements (Cont'd)

(G) Training

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

No Training Charges Are Applicable

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

Charges as set forth in Section 20.4.1(F) as applicable.

(T)

20.1.14.2 Access Service Elements

(A) The access service elements, as set forth in Section 3, Carrier Common Line Access Service; Section 6, BellSouth SWA service; Section 9, BellSouth Directory Assistance; Section 16, Telecommunications Relay Service Transport; Section 18, Operator Service; and Section 19, BellSouth Line Information Data Base service, ordered and/or working in association with Switched Cross-Connect Service will be billed to and paid by the customer of record for the service involved, unless the BellSouth Virtual Expanded Interconnection customer request and/or agrees to be responsible for all charges.

(B) For BellSouth SWA service line or trunk activation charges, see Section 6.8.1(E) of this Tariff.

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20 - BellSouth Expanded Interconnection Service (Cont'd)

20.2 Rates and Charges

20.2.1 BellSouth Virtual Expanded Interconnection Service

(T)

ALL STATES

	<u>USOC</u>	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>
(A) Application Fee (Per Location)	EAF	None	\$ 2,848.30*
(B) Cable Installation Charge (Per Cable)	ESPCX	None	\$ 2,750.00
(C) Cable Support Structure (Per Cable)	ESPSX	\$13.35*	None

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charges</u>
(D) Floor Space			
-Per Square Foot	ESPVX	\$ 3.20*	None
-Per Ampere	ESPAZ	\$ 3.48*	None
(E) Training, Per Trainee			
-Living Expenses, Per Day	CTRLD		\$136.67
-Labor rate, First 1/2 hour and each additional 1/2 or fraction thereof	CTRLX		
Basic Time			30.64
Overtime			35.77
Premium Time			40.90
-Air Fare/Travel Expense, Per Trip	CTRPA		555.00

* These rates were effective May 15, 1995.

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20 - BellSouth Expanded Interconnection Service (Cont'd)

20.2 Rates and Charges (Cont'd)

20.2.1 BellSouth Virtual Expanded Interconnection Service (Cont'd) (T)

<u>USOC</u>	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
-Basic Time, normally scheduled work hours	SPTBX	\$41.00
-Overtime, outside of normally scheduled working hours on a scheduled work day	SPTOX	\$48.00
-Premium Time, outside of scheduled work day	SPTPX	\$55.00
		\$25.00
		\$30.00
		\$35.00

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