

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## ACCESS SERVICES TARIFF

Third Revised Page 1  
Cancels Second Revised Page 1

ISSUED: March 28, 2005

EFFECTIVE: April 12, 2005

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

**E2. GENERAL REGULATIONS**

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<b>(DELETED)</b>	(D)

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA

## ACCESS SERVICES TARIFF

First Revised Page 2  
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BY: Marshall M. Criser III, President -FL  
Miami, Florida

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

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**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.

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA  
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BY: Joe York, President -FL  
Jacksonville, Florida

## ACCESS SERVICES TARIFF

First Revised Page 3  
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## E2. GENERAL REGULATIONS

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BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA  
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BY: Joe York, President -FL  
Jacksonville, Florida

## ACCESS SERVICES TARIFF

Second Revised Page 4  
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**E2. GENERAL REGULATIONS**

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BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## ACCESS SERVICES TARIFF

First Revised Page 1  
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ISSUED: February 14, 1997  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

EFFECTIVE: March 1, 1997

**E2. GENERAL REGULATIONS**

(T)

**E2.1 Undertaking of the Company****E2.1.1 Scope**

- A. The Company does not undertake to transmit messages under this Tariff.
- B. The Company shall be responsible only for the installation, operation and maintenance of the service it provides.
- C. The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- D. Services are provided 24 hours daily, seven days per week except as set forth in other applicable sections of this Tariff.
- E. The Company has the authority to disconnect the end user's service for nonpayment of the IC charges billed to the End User by the Company.
- F. The Company does not warrant that its facilities and services meet standards other than those set forth in this Tariff.

**E2.1.2 Limitations**

- A. The IC may not assign or transfer the use of services provided under this Tariff, except as provided herein. Where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
  1. Another IC, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
  2. A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. Such acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this Tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

- B. The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- C. Subject to compliance with the rules mentioned in B. preceding, the services offered herein will be provided to ICs on a first come, first served basis.

**E2.1.3 Liability**

The following liability provisions apply for all services except **BellSouth** Expanded Interconnection Service. Liability provisions for **BellSouth Expanded Interconnection Service** arrangements are contained in Section E20. following.

(T)

BELLSOUTH  
TELECOMMUNICATIONS, INC.

## ACCESS SERVICE TARIFF

Original Page 2

FLORIDA

ISSUED: July 1, 1996

EFFECTIVE: July 15, 1996

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

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

(N)

### E2.1 Undertaking of the Company (Cont'd)

#### E2.1.3 Liability (Cont'd)

- A. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by an IC, End User or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of B. through H. following, the Company's liability shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the IC or End User under this Tariff as a Credit Allowance for a Service Interruption.
- B. The Company shall not be liable for any act or omission of any other carrier or IC providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or IC providing a portion of a service.
- C. The Company is not liable for damages to the IC terminal location or End User's premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this Tariff, involving:
  - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the End User's own communications.
  - 2. Claims for patent infringement arising from the End User's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the IC or End User or;
  - 3. All other claims arising out of any act or omission of the End User in the course of using services provided pursuant to this Tariff.
- E. The Company shall be indemnified, defended and held harmless by the IC against any claim, loss or damage arising from the IC's use of services offered under this Tariff, involving:
  - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the IC's own communications;
  - 2. Claims for patent infringement arising from the IC's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the End User or IC or;
  - 3. All other claims arising out of an act or omission of the IC in the course of using services provided pursuant to this Tariff.
- F. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the IC or End User from any and all claims by any person relating to such IC or End User use of services so provided.

**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.

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA

ACCESS SERVICES TARIFF

Fourth Revised Page 3  
Cancels Third Revised Page 3

ISSUED: July 18, 2019  
BY: Joe York, President -FL  
Jacksonville, Florida

EFFECTIVE: July 19, 2019

## E2. GENERAL REGULATIONS

### E2.1 Undertaking of the Company (Cont'd)

#### E2.1.3 Liability (Cont'd)

- G.** No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the IC or End User against claims of patent infringement arising solely from the use by the IC or End User of services offered under this Tariff and will indemnify such IC or End User for any damages awarded based solely on such claims.
- H.** The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in E2.4.4 following.
- I.** Should any federal, state or local jurisdiction determine that sales, use, gross receipts or any other taxes (including interest, penalties and surcharges thereon) are due by the Company as a result of the Company's purchase of accounts receivable, the Company will advise the IC and the IC shall be liable for any such tax, interest, penalties and surcharge, and the IC shall immediately reimburse the Company the amount of such tax, interest, penalties and surcharge paid by the Company. If the IC disagrees with the Company's determination that any taxes are due by the Company or disagrees with an assessment of any tax, penalty, surcharge and interest due by the Company as a result of the Company's purchase of accounts receivable, the IC shall, at its option and expense (including immediate payments of any such assessment), have the right to seek a ruling as to the inapplicability of any such tax or to protest any assessment and participate in any legal challenge to such assessment, but shall be liable for any tax, penalty, surcharge and interest ultimately determined to be due.

#### **J.** Unauthorized Computer Intrusion

The Company's liability, if any, for its willful misconduct is not limited by this section of this Tariff. With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

#### **K.** Transmission of Data

Voice-grade lines are primarily conditioned to handle data speeds up to 9.6 kilobits per second (kbps). The Company makes no guarantee that voice-grade access lines and/or facilities are suitable for the transmission of data. However, in those cases where the transmission of data is attempted, the Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

#### **L.** Errors or Damages Caused by System Date Limitations

The Company's liability for errors or damage resulting from the inability of the Company's systems to process unusual date requirements shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

#### **M.** Unauthorized Devices

The Company shall not be liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

#### E2.1.4 Provision of Services

- A.** The Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Company's telephone exchange services, will provide to the IC upon reasonable notice services offered in other applicable sections of this Tariff at rates and charges specified therein.
- B.** The Company may discontinue certain Company services in geographic areas for which the Company has no customers subscribing to those services. (N)
- C.** Unless otherwise specified, service will be provided only to those ICs holding certificates of public convenience and necessity issued by the Florida Public Service Commission. (T)

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA

ACCESS SERVICES TARIFF

Third Revised Page 4  
Cancels Second Revised Page 4

ISSUED: May 31, 2013  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: July 2, 2013

## E2. GENERAL REGULATIONS

### E2.1 Undertaking of the Company (Cont'd)

#### E2.1.5 Installation and Termination of Services

With the exception of BellSouth Expanded Interconnection Service arrangements, the Access Services provided under this Tariff (a) will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Company's outside distribution network facilities at a location of minimum penetration inside of the IC terminal location or End User premises and, (b) will be installed by the Company to such point of termination. This point of termination is defined as the Point of Interface at the IC terminal location and the Network Interface at the End User premises.

Provisions addressing BellSouth Expanded Interconnection Service arrangements are contained in Section E20. following.

#### E2.1.6 Maintenance of Services

The services provided under this Tariff shall be maintained by the Company. The IC or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

#### E2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to F.C.C. Part 68 Regulations at 47C.F.R. Section 68-110(b), the Company may, where such action is reasonably required in the operation of its business:

- A. Substitute, change or rearrange any facilities used in providing service under this Tariff, including but not limited to:
  - 1. Substitution of different metallic facilities,
  - 2. Substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities, and
  - 3. Substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities,
- B. Change minimum protection criteria,
- C. Change operating or maintenance characteristics of facilities, or,
- D. Change operations or procedures of the Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Section 6 of Tariff FCC No. 1 and Section E7. of this intrastate Tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any IC furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the IC in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the IC to determine reasonable notification requirements.

(C)

#### E2.1.8 Refusal and Discontinuance of Service

- A. Unless the provisions of E2.2.1.B. or E2.5. following apply, if the IC or End User fails to comply with E2.1.6. preceding or E2.2.2., E2.3.1., E2.3.6., E2.3.7., **E2.3.14.** or E2.4. following, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty (30) *calendar* days written notice **by Certified Mail or Overnight Delivery** to the person designated by the IC or End User to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying IC or End User at any time thereafter. If the Company does not refuse additional applications for service on the date specified in the thirty (30) days notice and the IC's or End User's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service to the noncomplying IC or End User without further notice.



BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA  
ISSUED: March 29, 2004  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

## ACCESS SERVICES TARIFF

First Revised Page 5  
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EFFECTIVE: April 13, 2004

**E2. GENERAL REGULATIONS****E2.1 Undertaking of the Company (Cont'd)****E2.1.8 Refusal and Discontinuance of Service (Cont'd)**

- B.** Unless the provisions of E2.2.1.B. or E2.5. following apply, if the IC or End User fails to comply with E2.1.6. preceding or E2.2.2., E2.3.1., E2.3.6., E2.3.7., **E2.3.14.** or E2.4. following, including any payments to be made by it on the dates and times herein specified, the Company may on thirty (30) *calendar* days written notice **by Certified Mail or Overnight Delivery** to the person designated by the IC or End User to receive such notices of noncompliance, discontinue the provision of the services to the noncomplying IC or End User at any time thereafter. In the case of such discontinuance, all applicable charges, including 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 the IC's or End User's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the noncomplying IC or End User without further notice. (C)
- C.** In addition to and not in limitation of the provisions of E2.1.8.A. and E2.1.8.B. preceding, unless the provisions of E2.2.2.B. or E2.5. following apply, if a customer fails to comply with E2.4.1.A. or with E2.4.1.B.3. following, including any payment to be made by it on the dates and times herein specified, the Company may take actions specified in E2.1.8.A. and E2.1.8.B. on fifteen (15) calendar days written notice, such notice period to start the day after the notice is rendered by Certified Mail or Overnight Delivery, if the customer has not complied with respect to amounts due in a subject bill and either: (N)
1. The Company has within seven (7) business days of the subject bill date: (N)
    - a. Mailed via the United States Postal Service (USPS) to the customer the subject bill in paper or CDROM form, or (N)
    - b. Overnight service delivered to the customer the subject bill in Magnetic Tape form, or (N)
    - c. Electronically Transmitted to the customer the subject bill. (N)

The Company will maintain records sufficient to validate the date upon which a subject bill was rendered to the customer. (N)
  2. The Company has rendered the subject bill, using one of the media described in 1. above, to the customer more than thirty (30) calendar days before notice under this section has been rendered. (N)
- In all other cases, the Company will give thirty (30) calendar days written notice pursuant to E2.1.8.A. of E2.1.8.B.. Action will not be taken with regard to the subject bill if the customer cures the noncompliance prior to the expiration of the fifteen (15) or thirty (30) calendar day notice period, as applicable. (N)
- D.** In any event, if evidence is not presented to the Company that the IC has obtained a certificate of public convenience and necessity from the Florida Public Service Commission, the Company will not provide services contained in this Tariff to the IC. (T)

If at any time after service has been provided to a certified IC, the IC's certificate of public convenience and necessity is revoked by the Florida Public Service Commission, the Company will, on thirty (30) days notice to the person designated by the IC to receive such notices, discontinue the provision of the services to the IC at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due.

**E2.1.9 Quotation Charge**

A nonrecurring charge (USOC QPA) for the preparation of a quotation applies whenever an IC requests an estimate of rates and charges for any service for which the rates and charges are determined on an individual case basis prior to placing an order for service. The charge includes the costs associated with the development and preparation of the quotation. A bill for the quotation preparation will be rendered. The quotation is valid for 90 days and will identify all estimated costs associated with the provision of the facilities needed to satisfy the IC's service requirements. Within this 90 day period, if the IC orders the service as quoted and service is subsequently provided, the Quotation Charge will be credited to the IC's account. If the IC cancels the request for a quotation prior to its completion, the IC will be billed for the costs incurred, for quotation preparation, through the cancellation date.

**E2.1.10 Limitation of Use of Metallic Facilities**

Signals applied to the metallic facility shall conform to the limitations set forth in Technical Reference Publication AS No. 1. In the case of application of dc telegraph signaling systems, the IC shall be responsible, at its expense, for the provision of current limiting devices to protect the Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA  
ISSUED: May 19, 2000  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

## ACCESS SERVICES TARIFF

First Revised Page 6  
Cancels Original Page 6

EFFECTIVE: June 18, 2000

## E2. GENERAL REGULATIONS

### E2.1 Undertaking of the Company (Cont'd)

#### E2.1.11 Notification of Service-Affecting Activities

The Company will provide the IC reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual IC service specific, they affect many IC services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the IC to determine reasonable notification requirements.

#### E2.1.12 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the IC to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

This includes developing plans for originating or terminating traffic associated with mass calling events directed to end users served from specific end offices. Where it is determined that such non-random calling generates problems on the Telephone Company's Common Transport network, the Telephone Company will work cooperatively with the customer to relieve the traffic congestion. Remedial measures may include isolation of the customer from the Telephone Company network in the impacted area for the duration of the problem or until the customer notifies the Telephone Company that the problem has been resolved. (N)

#### E2.1.13 Provision and Ownership of Telephone Numbers

The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Service, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the IC or End User 6 months notice, in writing of the effective date and an explanation of the reason(s) for such change(s).

### E2.2 Use

#### E2.2.1 Interference or Impairment

- A. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this Tariff shall not interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- B. Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with A. preceding, the Company will, where practicable, notify the IC or End User that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the IC or End User will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in E2.4.4.A and B. following is not applicable.

#### E2.2.2 Unlawful Use

The service provided under this Tariff shall not be used for an unlawful purpose.

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

ISSUED: March 28, 2005

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

## ACCESS SERVICES TARIFF

Second Revised Page 7  
Cancels First Revised Page 7

EFFECTIVE: April 12, 2005

## E2. GENERAL REGULATIONS

### E2.2 Use (Cont'd)

#### E2.2.3 Use by Others

- A. Any entity intending to resell private line services must be certificated by the Florida Public Service Commission as an Alternative Access Vendor (AAV) for intraexchange 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.
- B. Alternative Access Vendors (AAVs) can resell a special access service which is part of a dedicated interexchange private line between affiliates, and a special 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.

(DELETED)

(D)

### E2.3 Obligations of the IC

#### E2.3.1 Damages

The IC shall reimburse the Company for damages to Company facilities utilized to provide services under this Tariff caused by the negligence or willful act of the IC or an End User or resulting from the IC's or an End User's improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one IC or End User liable for another IC's or End User's actions. The Company will, upon reimbursement for damages, cooperate with the IC in prosecuting a claim against the person causing such damage and the IC shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

#### E2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Company to provide service under the provisions of this Tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the IC or end user, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

#### E2.3.3 Equipment Space and Power

The IC shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the IC and the Company. The IC shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company services.

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## ACCESS SERVICES TARIFF

First Revised Page 8  
Cancels Original Page 8

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

EFFECTIVE: March 1, 1997

**E2. GENERAL REGULATIONS**

(T)

**E2.3 Obligations of the IC (Cont'd)****E2.3.4 Proof of Certification**

- A. When an IC places an order with the Company for services provided in this Tariff, the IC shall be responsible for furnishing to the Company, at the time the service is requested, proof that the IC has obtained or is in the process of obtaining a certificate of public convenience and necessity from the Florida Public Service Commission. Unless this proof as described is presented to the Company, the IC's request for service will not be processed.
- B. If at the time service was requested, the IC had not obtained a certificate of public convenience and necessity from the Florida Public Service Commission, the IC must furnish to the Company on or before the date service is to be provided proof that a certificate has been issued to the IC by the Florida Public Service Commission. If the IC fails to provide proof of certification to the Company, service will not be provided.
- C. When an End User places an order with the Company for **BellSouth SWA FGB** service provided in this Tariff, the End User shall be responsible for furnishing to the Company, at the time the service is requested, proof through a letter of certification to the Company that the **BellSouth SWA FGB** service as ordered by the End User is to provide intrastate telecommunications services for its own use. **BellSouth SWA FGB** service to End Users cannot be resold and is only available where facilities permit.

(T)

**E2.3.5 Reserved for Future Use****E2.3.6 Availability for Testing**

The services provided under this Tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

**E2.3.7 Balance**

All signals for transmission over the services provided under this Tariff shall be delivered by the IC balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

**E2.3.8 Design of IC Services**

Subject to the provisions of E2.1.7 preceding, the IC shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

**E2.3.9 References to the Company**

The IC may advise the end user that certain services are provided by the Company in connection with the service the IC furnishes to its end users; however, the IC shall not represent that the Company jointly participates in the IC's services.

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA  
ISSUED: July 29, 2016  
BY: Joe York, President -FL  
Jacksonville, Florida

## ACCESS SERVICES TARIFF

Ninth\_Revised\_Page 9  
Cancels Eighth Revised Page 9

EFFECTIVE: July 30, 2016

## 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 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 Section 6.1.3 of Tariff FCC No. 1 (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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BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA

## ACCESS SERVICES TARIFF

Eleventh Revised Page 10  
Cancels Tenth Revised Page 10

ISSUED: May 31, 2013  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: July 2, 2013

## 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 (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 7.00 percent (%) (the "floor"). ***A 2.00 percent (%) grace threshold will be granted in conjunction with the floor. When the percentage of the carrier's traffic without the sufficient call detail to determine jurisdiction does not exceed the sum of the floor plus the grace threshold, or 9.00 percent (%), BellSouth will not apply the provisions of this tariff. When the percentage is greater than 9.00 percent (%), BellSouth will exercise the provisions of this tariff.*** 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 23.00 percent (%) in this example.

BellSouth may 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 the Calling Party Number 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.

**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 Section 6.1.3 of Tariff FCC No. 1 (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA). (C) (C)

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA

## ACCESS SERVICES TARIFF

First Revised Page 10.1  
Cancels Original Page 10.1

ISSUED: May 31, 2013  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: July 2, 2013

**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 (PIU) (Cont'd)**

- 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 Section 6.1.3 of Tariff FCC No. 1 (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA). (C)  
(C)

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA  
ISSUED: July 29, 2016  
BY: Joe York, President -FL  
Jacksonville, Florida

## ACCESS SERVICES TARIFF

Thirteenth Revised Page 11  
Cancels Twelfth Revised Page 11

EFFECTIVE: July 30, 2016

## 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)

- 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 Operator Assistance Access Service

(D)

#### (DELETED)

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).

$$\frac{\text{Total Interstate Originating Minutes}}{\text{Total Interstate Terminating Minutes}} + \frac{\text{Total Interstate Terminating Minutes}}{\text{Total Interstate Originating Minutes}}$$

**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 Section 6.1.3 of Tariff FCC No. 1 (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.



BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA  
ISSUED: July 17, 2000  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

ACCESS SERVICES TARIFF

Third Revised Page 12  
Cancels Second Revised Page 12

EFFECTIVE: August 1, 2000

## **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)**

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FLORIDA

## ACCESS SERVICES TARIFF

Eighth Revised Page 13  
Cancels Seventh Revised Page 13

ISSUED: May 31, 2013  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: July 2, 2013

**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. **(DELETED)**
4. **(DELETED)**

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 Section 6.1.3 of Tariff FCC No. 1 (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

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## ACCESS SERVICES TARIFF

Seventh Revised Page 14  
Cancels Sixth Revised Page 14

ISSUED: May 31, 2013  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

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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 Tariff FCC No. 1.

(D)

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.. 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.

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 Section 6.1.3 of Tariff FCC No. 1 (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

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## ACCESS SERVICES TARIFF

Second Revised Page 15  
Cancels First Revised Page 15

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BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: July 2, 2013

## E2. GENERAL REGULATIONS

### 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 Section 6.1.3 of Tariff FCC No. 1 (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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Miami, Florida

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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)

##### 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*

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.

**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 Section 6.1.3 of Tariff FCC No. 1 (e.g., the term *BellSouth SWA* FGA represents both *BellSouth SWA* FGA and *BellSouth SWA* LSBSA).

(C)

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA

ACCESS SERVICES TARIFF

Second Revised Page 17  
Cancels First Revised Page 17

ISSUED: May 31, 2013  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: July 2, 2013

## E2. GENERAL REGULATIONS

### 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.

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

- 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:

**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 Section 6.1.3 of Tariff FCC No. 1 (e.g., the term **BellSouth SWA** FGA represents both **BellSouth SWA** FGA and **BellSouth SWA** LSBSA).

(C)  
(C)

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## ACCESS SERVICES TARIFF

Fourth Revised Page 18  
Cancels Third Revised Page 18

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BY: Marshall M. Criser III, President -FL  
Miami, Florida

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## E2. GENERAL REGULATIONS

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

#### E2.3.15 Determination of Intrastate Charges for Mixed Interstate and Intrastate BellSouth SWA Service (Cont'd)

##### A. (Cont'd)

1. For monthly and nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the stated tariff rate per element.
2. For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent intrastate use times the actual use (i.e., measured or Company assumed average use) times the stated tariff rate.

#### E2.3.16 Reserved for Future Use

#### E2.3.17 Reserved for Future Use

#### E2.3.18 Reserved for Future Use

#### E2.3.19 800 Number Reporting

For *BellSouth SWA 8XX Toll Free Dialing* Ten Digit Screening service, the IC will be responsible for reporting to the Company or directly to the Service Management System 800 numbers that are in service in the Company serving area and the activation date of every 800 number assigned.

Additionally, the provision of *BellSouth SWA 8XX Toll Free Dialing* Ten Digit Screening service, provided from Section 6 of Tariff FCC No. 1 requires the IC's subscription to basic *BellSouth 8XX Toll Free Dialing* Number *Administration* service features found in Section E13. of this Tariff; or as an alternative, the provision of those features by other responsible organizations or through direct access by the IC to the Service Management System. (C) (C)

#### E2.3.20 Identification and Rating of VoIP-PSTN Traffic

##### (A) Scope

This Section applies to VoIP-PSTN Traffic exchanged between the Company and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. VoIP-PSTN traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment.<sup>(1)</sup>

- (1) This Section governs the identification of originating and terminating intrastate toll VoIP-PSTN traffic and facilities to which switched access rates apply (unless the parties have agreed otherwise) in accordance with the transitional Intercarrier Compensation framework for VoIP-PSTN traffic adopted by the Federal Communications Commission in its Report and Order, FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Specifically, this Section establishes the method that will be used to identify the percentage of the customer's intrastate access traffic that will be treated as intrastate toll VoIP-PSTN traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic").
- (2) This Section applies to originating and terminating intrastate switched access minutes of use ("MOU") and facility rate elements of all Access customers.
- (3) The customer shall not modify its reported PIU factor to account for the VoIP-PSTN Traffic for MOU and facility rate elements.

<sup>(1)</sup> Although the Company has taken the position that this tariff, by its own terms, already applies to VoIP-PSTN traffic, as defined herein, the Company has included this Section in the tariff out of an abundance of caution to prevent any claim that it does not so apply, and to implement the decision by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order") that VoIP-PSTN access traffic should be exchanged at interstate access rates (unless the parties have agreed otherwise). By its terms, the FCC Order is prospective only, and does not address preexisting law with regard to the applicability of intercarrier compensation or the enhanced service providers ("ESP") exemption to VoIP-PSTN Traffic. Including this section in the tariff in no way alters or otherwise affects the applicability of this tariff to VoIP-PSTN Traffic before the effective date of the FCC Order.

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA  
ISSUED: April 29, 2014  
BY: Joe York, President -FL  
Jacksonville, Florida

## ACCESS SERVICES TARIFF

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Cancels First Revised Page 18.1

EFFECTIVE: May 29, 2014

**E2. GENERAL REGULATIONS****E2.3 Obligations of the IC (Cont'd)****E2.3.20 Identification and Rating of VoIP-PSTN Traffic****(B) Rating of VoIP-PSTN Traffic**

The Relevant VoIP-PSTN Traffic exchanged between the customer and the Company or another provider and facility rate elements (C) identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed interstate switched access rates as specified in BellSouth Telecommunications LLC Tariff F.C.C. No. 1 unless the corresponding intrastate rate is lower. If the intrastate rate is lower then that rate will be used for billing. Hereafter, these billed rates will be referred to in this tariff as the relevant "VoIP Rates." (D)

**(C) Calculation and Application of Percent-VoIP-Usage Factors<sup>1</sup>** (N)

The Company will determine the number of Relevant VoIP-PSTN Traffic originating MOU and the originating facility rate elements effective July 1, 2014 to which VoIP Rates will be applied under subsection (B), above, by applying the Percent VoIP Usage ("PVU") factor to the originating intrastate access MOU and the facilities between the Company and the customer. The PVU factors will be derived and applied as follows: (C) (C) (C)

- (1) The customer will calculate and furnish to the Company a factor (the "PVUC") on an ACNA basis which would aggregate traffic from all Carrier Identification Code ("CIC") or Operating Company Numbers ("OCNs") associated with the ACNA. This PVUC represents the percentage (whole number) of the originating intrastate access MOU that the customer receives from the Company end users in the state which is sent from the Company that is terminated in IP format at the customer's end user. This PVUC shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information satisfactory to the Company. (C) (C) (C)
- (2) The Company will calculate and periodically update a (the "PVUT") VOIP usage factor for the Company. This factor (percentage) is calculated on an individual state basis: the intrastate originating minutes delivered to the customer which were originated in IP format by the Company's end users divided by the total intrastate originating access MOU that the Company delivered to the customer's end users. This PVUT shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. (C) (C)

<sup>1</sup> Consistent with FCC regulations (47 CFR 51.913(a)), for the period of July 2012 through June 2014 Intrastate VoIP originating usage and originating dedicated facilities charges are required to be at the Intrastate rate and rate structure. Effective July 1, 2013, the Terminating usage and dedicated facilities are at the Interstate rate structure and the lower of the Interstate or Intrastate rates. (N) (N)



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## ACCESS SERVICES TARIFF

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**E2. GENERAL REGULATIONS****E2.3 Obligations of the IC (Cont'd)****E2.3.20 Identification and Rating of VoIP-PSTN Traffic (Cont'd)****(C) Calculation and Application of Percent-VoIP-Usage Factors (Cont'd)**

- (3) The Company will develop a customer Percent VoIP Usage ("PVU") factor combining the customer's PVUC factor with the Company's PVUT factor.

- a) The PVU calculation below is applied when the Company does not bill based on actual call detail records for the Company's intrastate IP traffic at VoIP Rates. (T)

$PVU = PVUC + [PVUT \times (1 - PVUC)]$  is applied to the Company's end user's originating intrastate MOU and facility rate elements (C)

Example: The customer reported that their PVUC is 40%. The Company's PVUT is 10%. This results in the following: (T)

$PVU = 40\% \text{ plus } (10\% \text{ times } (1 - 40\%)) = 46\%$

This means that 46% of the originating Intrastate MOU exchanged between the Company's end users and the customer will be rated at VoIP Rates. (C)

- b) The PVU calculation below is applied when the Company bills are based on the actual originating call detail records for the Company's intrastate IP traffic at VoIP Rates. (C)

The formula for usage will be as follows:

$PVU = PVUC \times (1 - PVUT)$  applied to the Company's TDM end user's originating intrastate MOU. (C)

$PVU = PVUC + [PVUT \times (1 - PVUC)]$  applied to the facility rate elements.

Example: The Company has identified that there were 10,500 originating intrastate MOU from the Company's IP end users and delivered to the customer's end users. The customer reported that their PVUC as 40%. The Company's PVUT is 10%. (C)

This results in the following:

$PVU = 40\% \text{ times } (1 - 10\%) = 36\%$

This means that 36% of the originating Intrastate MOU exchanged between the Company's TDM end users and the customer will be rated at VoIP Rates and the originating intrastate 10,500 MOU will also be rated at VoIP Rates. (C)

For the originating facility rate elements, the formula that is applied to the intrastate dedicated facilities is as follows: (C)

$PVU = 40\% \text{ plus } (10\% \text{ times } (1 - 40\%)) = 46\%$

Therefore, 46% of the originating intrastate facilities will be rated at VoIP Rates. (C)

- (4) The Company will apply the customer's PVUC to originating traffic exchanged between the third party providers (e.g. Independent Company and local exchange carrier) subtending the Company's access tandem and customer. (C)

The customer may elect to provide a different factor ("PVUC3") that represents the originating VoIP-PSTN traffic that is exchanged between the third party providers and the customer. (C)

- (5) If the customer does not furnish the Company with a PVUC pursuant to the preceding paragraph (C) (1), the Company will utilize a customer PVUC of 0%. (C)

BELLSOUTH  
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## ACCESS SERVICES TARIFF

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**E2. GENERAL REGULATIONS****E2.3 Obligations of the IC (Cont'd)****E2.3.20 Identification and Rating of VoIP-PSTN Traffic (Cont'd)****(D) PVU Factor Updates**

The customer may update the PVUC factor quarterly using the method set forth in Subsection (C)(1) and (4), above. If the customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVUC factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVUC to calculate a revised PVU. The revised PVU factor will only apply prospectively and serve as the basis for billing until superseded by a new PVU.

The customer must update the PVUC factor no later than June 1, 2014 to reflect the use of originating VoIP traffic as delineated in Subsection (C) (1) and (4) or the Company will utilize a customer PVUC of 0%. (C) (C)

**(E) PVU Factor Verification**

Not more than twice in any year, the Company may ask the customer to verify the PVUC factor furnished to the Company. The customer shall comply, and shall reasonably provide the records and other information used to determine their PVUC, as specified in section (C)(1), and (4), above. The customer shall retain and maintain (for verification purposes) the records and other information used to determine the PVUC, for at least 12 months after the PVUC is filed (or longer if any other section of the Company's tariffs or applicable law requires a longer period). The verification process shall be conducted consistent with the provisions in Section 2.3.10(B)(D)(E) of BellSouth Telecommunications LLC Tariff F.C.C. No. 1.

**(F) Verification Process**

The Telephone Company will review these customer-provided PVUC records referenced in (E), above. If the review results represent what the Telephone Company considers to be a substantial deviation from the customer's previously reported PVUC or if the PVUC appears unreasonable as compared to other related types of data, the Telephone Company will contact the customer within 30 days. This deviation issue will be dealt with in one of the following ways. The current PVUC will continue to be utilized until resolution from either of the 2 methods below.

1) The Telephone Company and the customer will come to an agreement as to an appropriate PVUC within 30 days of the provision of the PVUC records.

2) Within 90 days of the receipt of these records, the Telephone Company will review or audit these records. If these PVUC records are not available or these records are not substantive enough to calculate a PVUC, then a PVUC factor of zero will be assigned. This zero PVUC will be utilized until either a PVUC can be agreed upon between the Telephone Company and the customer or an audit can be completed utilizing records acceptable for an audit conclusion. When an audit has been completed employing the records acceptable for an audit conclusion, the PVUC resulting from the audit will be employed until the next customer-provided PVUC is available as referenced in the (D) or (E) procedures above.

**E2.3.21 Utilization of Alternative Access Providers**

When the IC of record for an access service utilizes the service(s) of an alternative access provider, it will be the obligation of the IC to monitor the actions of the alternative access provider to insure that the IC's desired service interconnections and grades of service are maintained.

**E2.4 Payment Arrangements and Credit Allowances****E2.4.1 Payment of Rates, Charges and Deposits**

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## ACCESS SERVICES TARIFF

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

**E2. GENERAL REGULATIONS**

(T)

**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.

The Company will notify the customer of a deposit requirement by Certified Mail or Overnight Delivery. The customer will be required to make payment of such deposit prior to the provision of new service in those cases where the customer has not established credit with the Company, or otherwise within fifteen (15) days of such notice for customers with existing services. Such notice period will start the day after the notice is rendered by Certified Mail or Overnight Delivery.

(N)

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.

BELLSOUTH  
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BY: Joseph P. Lacher, President -FL  
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)****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. a. All bills dated as set forth in 2. preceding for service, other than BellSouth Equal Access Subscription, provided to the customer 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 date would cause the payment to be due on a Saturday, Sunday or *federal observed* Holiday (e.g., New Year's Day, *Birthday of Martin Luther King, Jr.*, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, *Veterans Day*, Thanksgiving Day and Christmas Day), payment for such bills will be due from the customer as follows:

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

BELLSOUTH  
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## ACCESS SERVICES TARIFF

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Miami, Florida

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**E2. GENERAL REGULATIONS<sup>1</sup>****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 Section 6.6.5 of Tariff FCC No. 1 within five days of receipt of a dispute notification. (C)

If the billing agrees with the billing data received pursuant to Section 6.6.5 of Tariff FCC No. 1 the Company will refer the dispute to the entity providing the billing data information within sixteen days from the date the dispute was received. (C)

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.

BELLSOUTH  
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## ACCESS SERVICES TARIFF

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Miami, Florida

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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.

BELLSOUTH  
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## ACCESS SERVICES TARIFF

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Miami, Florida

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**E2. GENERAL REGULATIONS****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*).
- 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. and E7 of this intrastate Tariff and Section 6 of Tariff FCC No. 1 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.

(C)

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA

## ACCESS SERVICES TARIFF

Third Revised Page 24  
Cancels Second Revised Page 24

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BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: July 2, 2013

## E2. GENERAL REGULATIONS

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

#### E2.4.2 Minimum Periods (Cont'd)

- B. The minimum period for which service is provided and for which rates and charges are applicable for a Specialized Service or Arrangement provided on an individual case basis, as set forth in Section E12. *of this Tariff* is one month unless a different minimum period is established with the individual case filing.
- C. When a service is discontinued prior to the expiration of the minimum period, charges are applicable for the remaining portion of the minimum period, whether the service is used or not, and will be based on the rates in effect for the service at the time of discontinuance.

#### E2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in other applicable sections of this Tariff.

#### E2.4.4 Credit Allowance for Service Interruptions

##### A. General

A service outage is when service becomes unusable to the IC or End User because of a failure of a facility component used to furnish service under this Tariff, or in the event that the protective controls applied by the Company result in the complete loss of service by the IC or End User as set forth in Section 6.5.1 of Tariff FCC No. 1. An outage period starts when an inoperative service is reported by the IC and ends when the service is operative.

(C)

##### B. When A Credit Allowance Applies

In case of an outage to any service, allowance for the period of outage, if not due to the negligence of the IC or End User, shall be as follows:

1. For *BellSouth SWA* Dedicated Interoffice Channels, Channelization Equipment, Switched Local Channels, Dedicated Access Service, ***Dedicated End Office Trunk Port Service, Dedicated Tandem Trunk Port*** and for Fast Packet Access Services no credit shall be allowed for an outage of less than 30 minutes. The IC or End User shall be credited for an outage of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the outage continues.

The monthly charges used to determine the credit shall be as follows:

- a. The monthly charge shall be the total of all the monthly rate element charges associated with the service.
  - (1) For BellSouth SWA Transport: Switched Local Channel, BellSouth SWA Dedicated Interoffice Channel, ***Dedicated End Office Trunk Port Service, Dedicated Tandem Trunk Port Service***, Channelization Equipment (if applicable), and any Optional Features and Functions.
  - (2) For Dedicated Access two-point services: two Local Channels, Interoffice Channel and Optional Features and Functions.
- b. For Dedicated Access multipoint services, the monthly charge shall be only the total of all the monthly rate element charges associated with that portion of the service that is inoperative (i.e., a local channel between the Hub and IC or End User premises and associated channel interface, interoffice channel mileage and optional features and functions.)



BELLSOUTH  
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FLORIDA  
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BY: Joe York, President -FL  
Jacksonville, Florida

## ACCESS SERVICES TARIFF

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**E2. GENERAL REGULATIONS****E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.4 Credit Allowance for Service Interruptions (Cont'd)****B. When A Credit Allowance Applies (Cont'd)**

1. (Cont'd)
  - c. For Dedicated Access channelized services, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative. When the facility which is channelized or the Basic Channelization System itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., the local channel to the Hub and its associated channel interface, interoffice channel mileage and any optional features and functions, including the Basic Channelization System, and the local channels from the Hub and their associated Central Office Channel Interfaces, channel mileages and optional features and functions). When the service which rides a channel of the channelized facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service from the Hub to IC or End User premises (i.e., local channel, Central Office Channel Interface, channel mileage and optional features and functions).
  - d. For BellSouth SWA channelized services, the monthly charge shall be the total of all monthly rate element charges associated with that portion of service that is inoperative. When the facility which is channelized or the Basic Channelization System itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the service (e.g., the Switched Local Channel, Switched Interoffice Channels, Channelization Equipment, including the Basic Channelization System on the facility to the Hub, if applicable).
  - e. For SMARTPath<sup>®</sup> service (a.k.a. BellSouth SPA Shared Ring), the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., SMARTPath<sup>®</sup> (a.k.a. BellSouth SPA Shared Ring) Area Connection and SMARTPath<sup>®</sup> (a.k.a. BellSouth SPA Shared Ring) Area Junction).
  - f. For and BellSouth Managed Shared Ring service, the monthly charge shall be the monthly charges associated with the service (e.g., Off-Net). (D)
2. For Program Audio Dedicated Access (a.k.a. BellSouth SPA Program Audio) services, no credit shall be allowed for an outage of less than 30 seconds. The IC or End User shall be credited for an outage of 30 seconds or more as follows:
  - a. For two-point services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the outage continues.
  - b. For multipoint services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for each connecting channel and associated channel interface, channel mileage and optional features and functions that is inoperative for each period of 5 minutes or major fraction thereof that the outage continues.
  - c. For multipoint services, the credit for the monthly charges includes the charges for the distribution amplifier only when the distribution amplifier is inoperative.
  - d. When two or more outages occur during a period of 5 consecutive minutes, such multiple outages shall be considered as one outage.
3. For BellSouth SWA service and BellSouth Directory Assistance Access service, no credit shall be allowed for an outage of less than 24 hours. The IC or End User shall be credited for an outage of 24 hours or more at the rate of 1/30 of the monthly rates or the assumed minutes of use charge, whichever is applicable to the service involved, for each period of 24 hours or major fraction thereof that the outage continues. In the case of service billed based upon actual usage, no credit allowance is applicable.

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FLORIDA  
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BY: Joe York, President -FL  
Jacksonville, Florida

## ACCESS SERVICES TARIFF

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**E2. GENERAL REGULATIONS****E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.4 Credit Allowance for Service Interruptions (Cont'd)****B. When A Credit Allowance Applies (Cont'd)**

4. The credit allowance(s) for an outage or for a series of outages shall not exceed the sum of the monthly rates or the assumed minutes of use charge for the service that is out of operation in any one monthly billing period.
5. For certain Dedicated Access services (Wideband Digital, WD1-4; Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data), DA1-4; and High Capacity (a.k.a. BellSouth SPA High Capacity), HC1) any period during which the error performance is below that specified for the service will be considered as an outage.
6. Service outages for Specialized Service or Arrangements provided under the provisions of Section E12. following shall be administered in the same manner as those set forth in this Section unless other regulations are specified with the individual case filing.
7. For SMARTPath service (a.k.a. BellSouth SPA Shared Ring), a credit, in addition to the credit described in 1. preceding, failure by the Company to meet the performance guarantee described in E7.2.12.C.1. of this Tariff, will prompt a credit equal to 100 percent for affected SMARTPath service (a.k.a. BellSouth SPA Shared Ring) rate elements. A customer request for credit will not be required. The credit will be applied through normal administrative processes and the dollar amount will be reflected on the customer's bill. The credit will apply no more than once per calendar month. This credit is in addition to those provided in 1. preceding. The combined total of the credit allowance during a month for failure to meet the performance guarantee in E7.2.12.C.1. of this Tariff and the credit for service outage contained in 1. preceding shall not exceed the monthly rate for the service.
8. For the channels used with BellSouth Managed Shared Ring service, failure by the Company to meet the performance guarantee described in E7.5.1 of this Tariff will prompt the credit described in that Section. The combined total of the credit allowance during a month for failure to meet the performance guarantee for BellSouth Managed Shared Ring in Section 6.7.21 of Tariff FCC No. 1, as applicable, and the credit for service interruption contained in this section shall not exceed the monthly rate for the portion of the service affected. (D)  
(D)  
(D)  
(D)

**C. When Credit Allowance Does Not Apply**

No credit allowance will be made for:

1. Interruptions caused by the negligence of the IC, end user *or the IC's authorized agent*.
2. Interruptions of a service due to the failure of equipment or systems provided by the IC, end user or others.
3. Outages of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
4. Interruptions of a service when the IC or End User has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the IC or End User prior to the release of that service. Thereafter, a credit allowance as set forth in B. preceding applies.
5. Interruptions of a service which continue because of the failure of the IC or End User to authorize replacement of any element of special construction, as set forth in E14 following. The period for which no credit allowance is made begins on the seventh day after the IC or End User receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the IC's or End User's written authorization for such replacement.
6. Periods when the IC or End User elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
7. An outage or a group of outages, resulting from a common cause, for amounts less than one dollar.
8. Interruptions of a service due to commercial power failure.
9. Interruptions of a service due to labor difficulties, governmental orders, civil commotions, criminal action against the Telephone Company, acts of God, war, or other circumstances beyond the Telephone Company's control.
10. **(DELETED)**

BELLSOUTH  
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## ACCESS SERVICE TARIFF

Original Page 27

FLORIDA

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

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

(N)

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

#### E2.4.4 Credit Allowance for Service Interruptions (Cont'd)

##### D. Use of an Alternative Service Provided by the Company

Should the IC elect to use an alternative service provided by the Company during the period that a service is out of operation, the IC must pay the tariffed rates and charges for the alternative service used.

##### E. Temporary Surrender of a Service

In certain instances, the IC may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the IC consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

#### E2.4.5 Provision for Gross Receipts Tax

Any IC failing to furnish to the Company the appropriate certificate, issued by the State of Florida or its appropriate agency, indicating the IC's exemption from the Florida gross receipts tax imposed by Florida Rule 12B-6.04, shall pay to the Company an amount equal to the gross receipts tax on the IC's purchase of access services from the Company.

Until the aforementioned certificate is received by the Company, the Company shall calculate the amount of tax owed by the IC and shall bill this amount to the IC. Payment of these charges by the IC shall be subject to the payment arrangements as specified in E2.4.1 preceding.

#### E2.4.6 Re-establishment of Service Following Fire, Flood or Other Occurrence

##### A. Nonrecurring Charges Do Not Apply

Charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

1. The service is of the same type as was provided prior to the fire, flood or other occurrence.
2. The service is for the same IC or End User.
3. The service is at the same location on the same premises.
4. The re-establishment of service begins within 60 days after Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period.

##### B. Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

**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.

BELLSOUTH  
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FLORIDA

## ACCESS SERVICES TARIFF

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BY: Marshall M. Criser III, President -FL  
Miami, Florida

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**E2. GENERAL REGULATIONS<sup>1</sup>****E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.7 Title or Ownership Rights**

- A.** The payment of rates and charges by ICs or End Users for the services offered under the provisions of this Tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

**E2.4.8 Billing of Access Service Provided by Multiple Companies**

The Company will adhere to the standards for billing of Access Service by multiple companies that are set forth in reference documents Ordering and Billing Forum: Multiple Exchange Carrier Access Billing (MECAB) and Ordering and Billing Forum: Multiple Exchange Carrier Ordering and Design (MECOD).

**A. Feature Group A (FGA) Service<sup>2</sup>**

When a Feature Group A (or LSBSA)<sup>3</sup> Switched Access Service is ordered by an IC or End User where one end of the Transport element is in the Company's operating territory and the other end is in another Exchange Telephone Company's operating territory, the Exchange Telephone Company in whose territory the FGA dial-tone office is located will accept the order. In addition, the Exchange Telephone Company in whose territory the IC's or End User's serving wire center is located must also receive a copy of the order from the IC or End User. The Exchange Telephone Company that accepts the order will then determine the charges involved, arrange to provide the Access Service ordered and bill the charges in accordance with its Access Service Tariff.

Upon agreement of the Exchange Telephone Companies involved in the provision of FGA service, the dedicated portion of FGA service (i.e., Switched Dedicated Interoffice Channel, Switched Local Channel and Channelization Equipment) will be billed in accordance with the provisions of B. and C. following. For non-dedicated portions of FGA service, including the Interconnection charge, the rates of the billing Company will apply.

**B. Single Bill Arrangements****1. General**

If agreed to by the Exchange Telephone Companies involved in the provision of the service, a single bill arrangement will be provided for FGB, FGD and the dedicated portions of FGA service. In the event that the Exchange Telephone Companies involved agree to change from one billing arrangement to another, the IC or End User will be notified at least 30 days prior to the effective date of such change.

(D)

**2. Ordering**

The IC shall place its access service request with each Exchange Telephone Company involved in the provision of the service.

**3. Rating and Billing of Service**

**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:** Except where indicated herein, references to feature groups will also include the applicable Basic Serving Arrangement (BSA) as detailed in the matrix of Section 6.1.3 of Tariff FCC No. 1 (e.g., the term FGA represents both FGA and Line Side Basic Service Arrangement (LSBSA)).

**Note 3:** Where LSBSA is provisioned with a DNAL, this sub-section, E2.4.8 shall also apply to the DNAL.

BELLSOUTH  
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FLORIDA

## ACCESS SERVICES TARIFF

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**E2. GENERAL REGULATIONS<sup>1</sup>****E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.8 Billing of Access Service Provided by Multiple Companies (Cont'd)****B. Single Bill Arrangements (Cont'd)****3. Rating and Billing of Service (Cont'd)**

The billing company will be as agreed to by the Exchange Telephone Companies involved in the provision of the service. The single bill arrangement may be provided under the following single bill alternatives if agreed to by such companies:

- a. The billing company will bill and collect all appropriate charges in accordance with the regulations, rates and charges in its Access Service Tariff, or
- b. The billing company will bill and collect all appropriate charges in accordance with the rates and charges in its access tariff, for the portion of the service it provides, and in accordance with the rates and charges of the access tariffs of the other Exchange Telephone Companies involved, for the portion of the service which they provide. The Interconnection charge of the end office Telephone Company will apply. The bill will separately identify each company's rates and charges, or
- c. The billing company will bill and collect all appropriate charges in accordance with the rates and charges in the access tariffs of the other involved Exchange Telephone Companies, as forwarded to it by such companies for the portion of the service they provide, and in accordance with the rates and charges in its own access tariff for the portion of the service it provides. The Interconnection charge of the end office Telephone Company will apply. The bill will separately identify each company's rates and charges.

For b. and c. preceding, the charges billed for the portion of service provided by this Company are determined as set forth in C.3.a., b. and c. following. For nonrecurring charges, 100 percent of this Company's charge shall apply.

**C. Multiple Bill Arrangements****1. General**

Separate bills will be rendered by the Exchange Telephone Companies for FGB<sup>2</sup>, and FGD the dedicated portions of FGA Access Service if the administration of a single bill arrangement, as set forth in B. preceding, is not agreed upon by the companies involved. In the event that the Exchange Telephone Companies involved agree to change from one billing arrangement to another, the IC or End User will be notified at least 30 days prior to the effective date of such change. (D)

**2. Ordering**

The IC shall place its access service request with each Exchange Telephone Company involved in the provision of the service.

**3. Rating and Billing of Service**

**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:** Except where indicated herein, references to feature groups will also include the applicable Basic Serving Arrangement (BSA) as detailed in the matrix of Section 6.1.3 of Tariff FCC No. 1 (e.g., the term FGA represents both FGA and Line Side Basic Service Arrangement (LSBSA)).

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## ACCESS SERVICES TARIFF

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## E2. GENERAL REGULATIONS

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

#### E2.4.8 Billing of Access Service Provided by Multiple Companies (Cont'd)

##### C. Multiple Bill Arrangements (Cont'd)

##### 3. Rating and Billing of Service (Cont'd)

Each company will provide its portion of the Access Service based on the regulations, rates and charges contained in its Access Service Tariff, subject to the following rules, as appropriate:

- a. The charges billed by this Company for mileage sensitive rate elements, e.g., BellSouth SWA Transport, Dedicated Access Service Interoffice Channels or BellSouth Directory Assistance Access Transport, are determined as follows:

- (1) The total mileage for the service is computed using the V&H Coordinate Method set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION TARIFF FCC NO. 4 (NECA NO. 4).
- (2) A billing factor is determined from NECA No. 4 directly.
- (3) This Company's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for this Company.

An example of this methodology is shown in 4. following.

- b. The application of nondistance sensitive rate elements varies according to the rate structure and the location of the facilities involved:

- (1) When rates and charges are listed on a per point of termination basis, this Company's rates will be billed for the termination(s) within this Company's operating territory.
- (2) When rates and charges are listed on a per unit basis, e.g., central office bridging or channelization, this Company's rates and charges will apply for units located in this Company's operating territory. *For switched access common transport between a Company access tandem and an end office of another Company, fifty percent of this Company's Common Transport DS3 to DS1 Multiplexer rate, as set forth in Section 6.8.1 of Tariff FCC No. 1, and this Company's Directory Transport DS3 to DS1 Multiplexer rate, as set forth in E9.5.3 of this Tariff, shall apply.*
- (3) When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by this Company.
- (4) When rates and charges are listed on a per service basis, this Company's rates and charges are allocated based upon the ratio of points on the dedicated access circuit that a company owns, in relation to the total number of points on the circuit.
- (5) For the fixed portion of rates applicable to the mileage between central offices on Dedicated Access Service, and for the nonrecurring charges applicable to interoffice channels, fifty percent of this Company's rate will apply for each end of the interoffice channel that this Company provides.

For example:

If the interoffice channel is in a mileage band for which the appropriate rate for that band is \$11.80, and this Company provides only one end of the interoffice channel, the rate would be fifty percent of \$11.80, or \$5.90. Likewise, fifty percent of this Company's nonrecurring charge would apply when this Company provides only one end of the interoffice channel.

(C)  
(C)

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## ACCESS SERVICES TARIFF

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Miami, Florida

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**E2. GENERAL REGULATIONS****E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.8 Billing of Access Service Provided by Multiple Companies (Cont'd)****C. Multiple Bill Arrangements (Cont'd)****3. Rating and Billing of Service (Cont'd)**

- b. The application of nondistance sensitive rate elements varies according to the rate structure and the location of the facilities involved: (Cont'd)

**(5) (Cont'd)**

If this Company does not provide either end of the interoffice channel, this Company's fixed rate for mileage between central offices and this Company's nonrecurring charges for interoffice channels shall not apply.

- (6) For BellSouth SWA Dedicated Interoffice Channel Facility Termination rates, fifty percent of this Company's rate will apply for each end of the Dedicated Interoffice Channel that this Company provides.

For example:

If the BellSouth SWA Dedicated Interoffice Channel Facility Termination rate is \$15.00, and this Company provides only one end of this BellSouth SWA Dedicated Interoffice Channel, the rate would be fifty percent of \$15.00, or \$7.50.

If this Company does not provide either end of the BellSouth SWA Dedicated Interoffice Channel, this Company's BellSouth SWA Dedicated Interoffice Channel Facility Termination rate shall not apply.

- (7) Where this Company is the end office Company, 100 percent of this Company's Interconnection charge will apply.

- c. For nonrecurring charges, 100 percent of this Company's charge shall apply, except as specified in b.(5) preceding; *provided however, that for installation charges pursuant to Section 6.8.1 (E) of Tariff FCC No. 1, only fifty percent of this Company's installation charges will apply where, for trunks installations this Company owns neither the involved end office or access tandem, or for line side installations this Company does not own the Feature Group A dial tone office.* (C)

**4. Multiple Bill Example<sup>1</sup> for Switched Transport Rate Elements**

- a. Assume Switched Dedicated/Common Transport is ordered to an End Office in the operating territory of Company A. The IC premises is located in the operating territory of Company B.

**(1) Switched Dedicated Transport**

**Note 1:** Rates used in each example are for example purposes only.

BELLSOUTH  
TELECOMMUNICATIONS, INC.

## ACCESS SERVICE TARIFF

Original Page 32

FLORIDA

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Miami, Florida

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

(N)

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

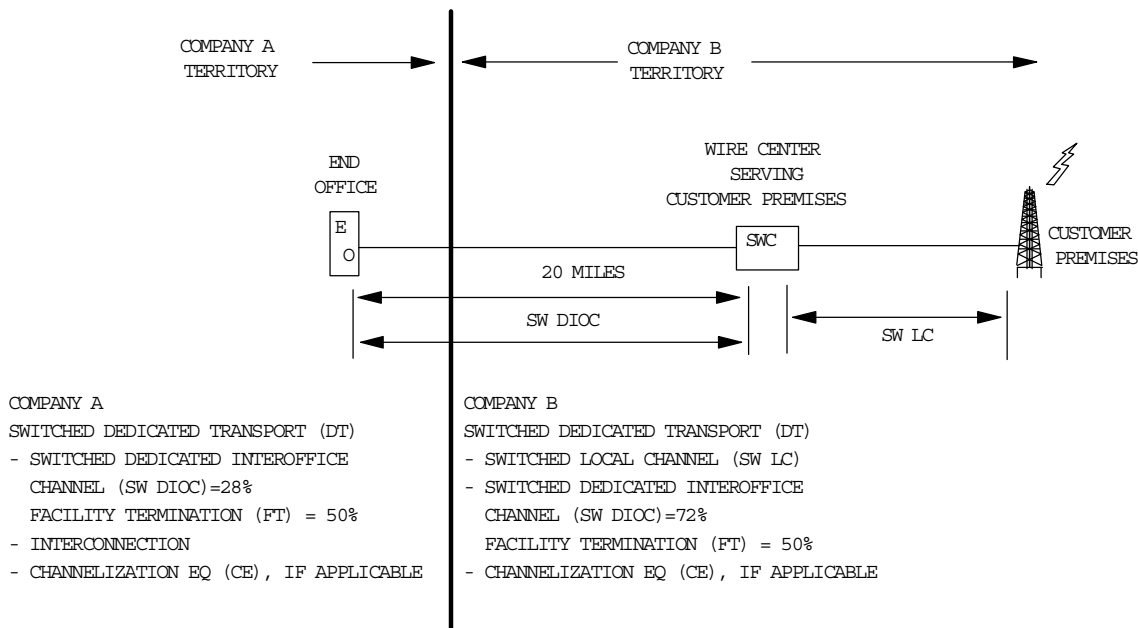
#### E2.4.8 Billing of Access Service Provided by Multiple Companies (Cont'd)

##### C. Multiple Bill Arrangements (Cont'd)

##### 4. Multiple Bill Example<sup>2</sup> for Switched Transport Rate Elements (Cont'd)

- a. Assume Switched Dedicated/Common Transport is ordered to an End Office in the operating territory of Company A. The IC premises is located in the operating territory of Company B. (Cont'd)

##### (1) Switched Dedicated Transport (Cont'd)



Assume 20 miles of Switched Dedicated Transport (DT); Assume 8,000 minutes of use; Assume billing factor from NECA No. 4 of 28% for Company A and 72% for Company B.

COMPANY A - DT = \$1.00 per mile  
FT = \$25.00 per month  
INTERC. = \$.002 per mou

**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:** Rates used in each example are for example purposes only.



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FLORIDA

## ACCESS SERVICE TARIFF

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Miami, Florida

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

(N)

**E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.8 Billing of Access Service Provided by Multiple Companies (Cont'd)****C. Multiple Bill Arrangements (Cont'd)****4. Multiple Bill Example<sup>2</sup> for Switched Transport Rate Elements (Cont'd)**

- a. Assume Switched Dedicated/Common Transport is ordered to an End Office in the operating territory of Company A. The IC premises is located in the operating territory of Company B. (Cont'd)

DT	20 mi x \$1.00 x 28%	= \$ 5.60
FT	\$25.00 x 50%	= \$12.50
INTERC.	\$.002 x 8,000 mou	= \$16.00

COMPANY A SWITCHED TRANSPORT = \$34.10

COMPANY B - DT	= \$ .50 per mile
FT	= \$15.00 per month
SW LC	= \$10.00 per month

SW LC	= \$ 10.00
FT	\$15.00 x 50% = \$ 7.50
DT	20 mi x \$.50 x 72% = \$ 7.20

COMPANY B SWITCHED TRANSPORT = \$24.70

**(2) Switched Common Transport**

**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:** Rates used in each example are for example purposes only.

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## ACCESS SERVICES TARIFF

First Revised Page 34  
Cancels Original Page 34

ISSUED: September 25, 2000

EFFECTIVE: October 25, 2000

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

## E2. GENERAL REGULATIONS

(T)

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

## E2.4.8 Billing of Access Service Provided by Multiple Companies (Cont'd)

## C. Multiple Bill Arrangements (Cont'd)

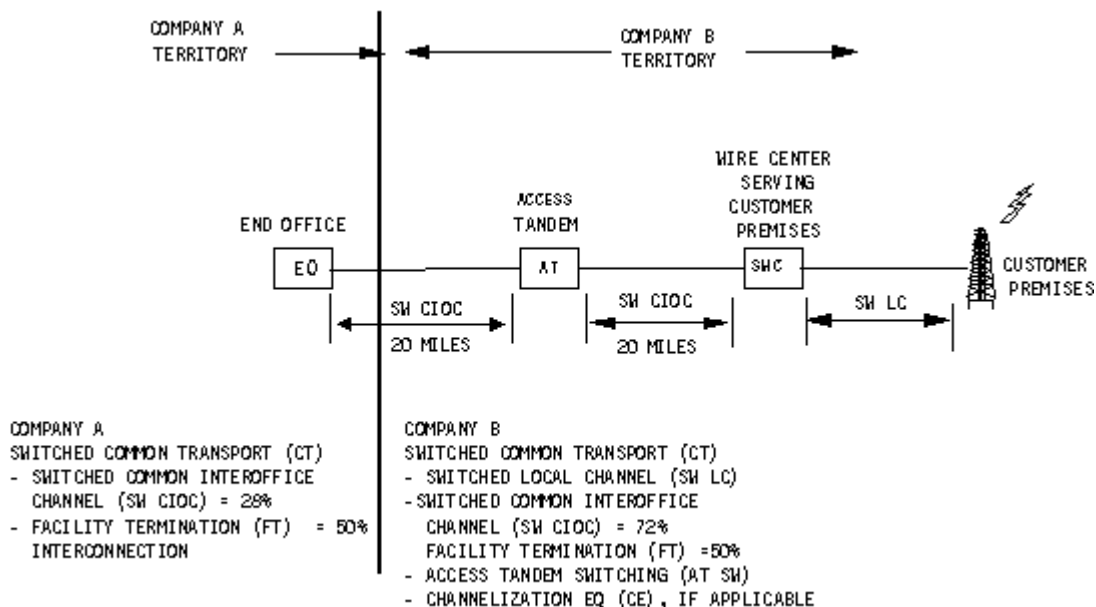
4. Multiple Bill Example<sup>1</sup> for Switched Transport Rate Elements (Cont'd)

(T)

- a. Assume Switched Dedicated/Common Transport is ordered to an End Office in the operating territory of Company A. The IC premises is located in the operating territory of Company B. (Cont'd)

## (2) Switched Common Transport (Cont'd)

(C)



Assume 20 miles of Switched Common Transport (CT); **20 miles of Switched Dedicated Transport (DT)**; and 8,000 minutes of use. **Further**, assume a billing factor from NECA 4 of 28% for Company A and 72% for Company B.

(C)

COMPANY A - CT	= \$.0001 per mou/per mile
- CT FT	= \$.0001 per mou
- <b>Interconnection</b>	= \$.002 per mou
- <b>Interconnection</b> \$ .002 x 8,000 mou	= \$16.00
- CT 20 mi. x \$.0001 x 8,000 mou x 28%	= \$4.48
- CT FT \$.0001 x 8,000 mou x 50%	= \$.40

(C)

(T)

(T)

(C)

COMPANY A SWITCHED TRANSPORT = \$20.88

(M)

**Note 1:** Rates used in each example are for example purposes only **and do not include multiplexing, tandem trunk ports and end office trunk ports.**

(C)

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA  
ISSUED: March 22, 2019  
BY: Joe York, President -FL  
Jacksonville, Florida

## ACCESS SERVICES TARIFF

Second Revised Page 35  
Cancels First Revised Page 35

EFFECTIVE: March 23, 2019

**E2. GENERAL REGULATIONS****E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.8 Billing of Access Service Provided by Multiple Companies (Cont'd)****C. Multiple Bill Arrangements (Cont'd)****. Multiple Bill Example<sup>1</sup> for Switched Transport Rate Elements (Cont'd)**

- a. Assume Switched Dedicated/Common Transport is ordered to an End Office in the operating territory of Company A. The IC premises is located in the operating territory of Company B. (Cont'd)
  - (2) Switched Common Transport (Cont'd)

COMPANY B - CT	= \$.0003 per mou/per mile
CT FT	=\$.0001 per mou
AT Switching	=\$.00005 per mou
SWLC	=\$10.00
DT	=\$2.00 per mile
DT FT	=\$30.00 per month
SWLC	=\$10.00
AT SW \$.00005 x 8.000 mou	=\$.40
CT 20 mi. x \$.0001 x 8.000 mou x 72%	=\$11.52
CT FT \$.0001 x 8.000 mou x 50%	=\$.40
DT 20 mi. x \$2.00	=\$40.00
DT FT	=\$30.00
COMPANY B SWITCHED TRANSPORT	=\$92.32

**E2.4.9 Optional Payment Plan****A. Channel Services Payment Plan****1. General**

- a. The regulations specified herein are applicable to Dedicated Access Services as indicated in Section E7. of this Tariff.
- b. Facilities furnished under the Channel Services Payment Plan (CSPP) are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff except as noted herein.
- c. The CSPP is a payment plan which allows customers to pay fixed rates for channel equipment and/or facilities over variable contractual payment periods. A specific monthly rate applies for the duration of each period as follows, or as specified otherwise in this Tariff.
  - (1) 36 month Term Payment Plan - payment periods may be selected from 24 months to 48 months in length, at 36 month rates and charges.<sup>2</sup> (N)
  - (2) 60 month Term Payment Plan - payment periods may be selected from 49 months to 72 months in length, at 60 month rates and charges.<sup>2</sup> (N)
  - (3) 84 month Term Payment Plan - payment periods may be selected from 73 months to 96 months in length, at 84 month rates and charges.<sup>2</sup> (N)

**Note 1:** Rates used in each example are for example purposes only *and do not include multiplexing, tandem trunk ports and end office trunk ports.*

**Note 2:** Effective March 23, 2019, Customers may not: (1) Establish CSPPs for Derived Data Channel Service, Digital Data Access Service and FlexServ Service, (2) Establish CSPPs greater than 36 months for High Capacity Service and SMARTPath Service, and (3) Convert or renew CSPPs for Derived Data Channel Service, Digital Data Access Service, FlexServ Service, High Capacity Service and SMARTPath Service.

(N)  
|  
(N)

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA  
ISSUED: March 22, 2019  
BY: Joe York, President -FL  
Jacksonville, Florida

## ACCESS SERVICES TARIFF

First Revised Page 36  
Cancels Original Page 36

EFFECTIVE: March 23, 2019

**E2. GENERAL REGULATIONS<sup>1</sup>****E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.9 Optional Payment Plan (Cont'd)****A. Channel Services Payment Plan (Cont'd)**

1. General (Cont'd)
  - d. When the customer extends service beyond a 96 month service period, the 84 month<sup>2</sup> Term Payment Plan (or the longest available tariffed service period) rates will apply. (N)
  - e. When the customer orders service to be provided under a CSPP arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g. 84 month<sup>2</sup> Term Payment Plan and 96 months. (N)
2. Application of Rates and Charges
  - a. Rates stabilized under a CSPP arrangement are exempt from Company-initiated increases. However, decreases for any rate element will automatically flow through to the customer.
  - b. In the event that all or any part of a service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in that service's section of this Tariff.
  - c. When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period.
  - d. Recurring rates and nonrecurring charges apply according to the appropriate schedules for services offered as associated items to Channel Services, and are filed elsewhere in this Tariff.
  - e. Customer requests for inside moves of service will not affect the contract period.
  - f. A change in jurisdiction will not constitute a disconnect of service provided the new CSPP arrangement is a minimum 24 month<sup>2</sup> service period or equals/exceeds the remaining service period, whichever is greater, provided the new CSPP arrangement is for the same customer at the same location for the same capacity service. (N)
3. Additions
  - a. Additions of services or rate elements for activating spare or unused capacities of a service under a CSPP arrangement will be considered part of the existing CSPP arrangement.
  - b. Additions of services or rate elements, i.e., new local channels, interoffice channels, etc., other than for activating spare or unused capacities, must be under a new CSPP arrangement at rates and charges as specified in 2. preceding. (T)
  - c. Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects as stated in 4. following.
  - d. Additions under CSPP are exempt from Company initiated rate changes for all payment periods longer than one month. However, decreases for any rate element will automatically flow through to the customer.
  - e. Nonrecurring charges, as specified in this Tariff, will apply to the added channel services.
4. Disconnects

**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:** Effective March 23, 2019, Customers may not: (1) Establish CSPPs for Derived Data Channel Service, Digital Data Access Service and FlexServ Service, (2) Establish CSPPs greater than 36 months for High Capacity Service and SMARTPath Service, and (3) Convert or renew CSPPs for Derived Data Channel Service, Digital Data Access Service, FlexServ Service, High Capacity Service and SMARTPath Service.

(N)  
|  
(N)

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA  
ISSUED: March 22, 2019  
BY: Joe York, President -FL  
Jacksonville, Florida

## ACCESS SERVICES TARIFF

Fourth Revised Page 37  
Cancels Third Revised Page 37

EFFECTIVE: March 23, 2019

**E2. GENERAL REGULATIONS****E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.9 Optional Payment Plan (Cont'd)****A. Channel Services Payment Plan (Cont'd)****4. Disconnects (Cont'd)**

- a. When a service or rate element, included under a CSPP arrangement, is disconnected prior to expiration of the selected service period, termination liability charges apply as set forth in the rate regulations in this Tariff for such service. Remaining services or rate elements will not be affected by such disconnections.
- b. When a tariffed service under a CSPP arrangement is disconnected prior to the expiration of a selected service period as a result of a change of Tariff jurisdiction and/or a customer requested change to a higher order of a separately tariffed service, termination liability charges will not apply when:
  - the completed service period is twelve months, or twenty-five percent of the length of the originally selected service period, whichever is greater, and
  - the service period of the new CSPP arrangement for the higher order of service is a minimum 24 month<sup>1</sup> service period or equals/exceeds the remaining service period of the disconnected arrangement, whichever is greater, and
  - the service orders to install the new higher order of service and disconnect the old service are related together and there is no lapse in service between installation of the higher order of service and disconnection of the existing service, and
  - the service orders are for the same customer at the same location

(N)

For the purposes of determining a higher order of service, the following ranking will be used (Analog Voice Grade (a.k.a. BellSouth SPA DS0 VG) = lowest, *Channels for use with BellSouth Managed Shared Ring service* = Highest):

Analog Voice Grade (a.k.a. BellSouth SPA DS0 VG) Services  
DS0 (a.k.a. BellSouth SPA DS0 Digital Data) Services  
DS1 High Capacity (a.k.a. BellSouth SPA DS1) Service  
SMARTPath<sup>®</sup> Service (a.k.a. BellSouth SPA Shared Ring)

**5. Moves of Equipment**

- a. The appropriate nonrecurring charges for inside moves for items associated with channel services as specified in this and other Tariffs are applicable. This type movement will not affect the contract period.
- b. Customer requests for moves of service(s) under CSPP, other than inside moves, will be subject to the conditions stated in 11. following.

**6. Requests for Changes in Length of Optional Payment Period**

- a. Subsequent to the establishment of a contract with a CSPP period, and prior to the completion of that period, the existing payment period may be replaced by:
  - (1) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:

**Note 1:** Effective March 23, 2019, Customers may not: (1) Establish CSPPs for Derived Data Channel Service, Digital Data Access Service and FlexServ Service, (2) Establish CSPPs greater than 36 months for High Capacity Service and SMARTPath Service, and (3) Convert or renew CSPPs for Derived Data Channel Service, Digital Data Access Service, FlexServ Service, High Capacity Service and SMARTPath Service.

(N)

(N)

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA  
ISSUED: March 22, 2019  
BY: Joe York, President -FL  
Jacksonville, Florida

## ACCESS SERVICES TARIFF

First Revised Page 38  
Cancels Original Page 38

EFFECTIVE: March 23, 2019

**E2. GENERAL REGULATIONS<sup>1</sup>****E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.9 Optional Payment Plan (Cont'd)****A. Channel Services Payment Plan (Cont'd)****6. Requests for Changes in Length of Optional Payment Period (Cont'd)**

a. Subsequent to the establishment of a contract with a CSPP period, and prior to the completion of that period, the existing payment period may be replaced by: (Cont'd)

(1) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions: (Cont'd)

- No credit will be given for payments made during the formerly selected period.
- The new payment period begins with the new CSPP effective date.
- No termination charge applies for the remaining portion of the former payment period.
- Nonrecurring charges will not be reapplied.

(2) A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:

- No credit will be given for payments made during the formerly selected period.
- The new payment period begins with the new CSPP effective date.
- A termination charge applies for the remaining portion of former payment period.
- Nonrecurring charges will not be reapplied.

**7. Renewal Options**

a. The customer has the following renewal<sup>2</sup> options:

(N)

(1) Prior to completion of the current payment period, any period available under the CSPP may be selected at the rates in effect for new customers at the time of the renewal.<sup>2</sup> The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.

(N)

(2) Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Tariff. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one month service will be subject to Company-initiated rate adjustments when approved by the appropriate regulatory authority.

(3) If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in (2) preceding.

b. Any new services added to a customer's network at the time of renewal will be subject to all appropriate nonrecurring charges. Nonrecurring charges are not applicable for services renewed under the CSPP.

c. The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.

**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:** Effective March 23, 2019, Customers may not: (1) Establish CSPPs for Derived Data Channel Service, Digital Data Access Service and FlexServ Service, (2) Establish CSPPs greater than 36 months for High Capacity Service and SMARTPath Service, and (3) Convert or renew CSPPs for Derived Data Channel Service, Digital Data Access Service, FlexServ Service, High Capacity Service and SMARTPath Service.

(N)

(N)

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA  
ISSUED: March 22, 2019  
BY: Joe York, President -FL  
Jacksonville, Florida

## ACCESS SERVICES TARIFF

Second Revised Page 39  
Cancels First Revised Page 39

EFFECTIVE: March 23, 2019

**E2. GENERAL REGULATIONS****E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.9 Optional Payment Plan (Cont'd)****A. Channel Services Payment Plan (Cont'd)****7. Renewal Options (Cont'd)**

- d. When a customer renews a CSPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
- e. Recognition of previous service will be given to customers who renew an existing CSPP arrangement<sup>1</sup>, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new CSPP arrangement is a minimum 24 month<sup>1</sup> service period or equals/exceeds the remaining service period of the original CSPP arrangement, whichever is greater. An example of a larger system is the renewal of an Analog Voice Grade (*a.k.a. BellSouth SPA DS0 VG*) service with a DS1 High Capacity (*a.k.a. BellSouth SPA DS1*) service. (N)

- f. Recognition of previous service will be given to month-to-month customers with a service date of January 1, 1994 or later who convert to a CSPP arrangement, provided the minimum service period has been met. For customers whose service date is January 1, 1994 or earlier, recognition will be given for the previous service back to January 1, 1994. For customers whose service date is later than January 1, 1994, recognition for the previous service will be given back to the actual service date.

- g. To determine the appropriate CSPP<sup>1</sup> Payment Plan for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the CSPP arrangement<sup>1</sup>. For example, a CSPP arrangement for a 36-month service period under the 36 month Term Payment Plan is renewed for 24 months with no changes at the end of the 36 month period. The sum of months for the completed and proposed service periods would equal 60 months and would be billed under the 60 month Term Payment Plan. Another example is a Month-to-Month customer, in service for 15 months, who wishes to convert to a 60-month CSPP arrangement with no changes. The combined service period of the Month-to-Month arrangement and the CSPP arrangement is equal to 75 months, which would be billed under the 84 month Term Payment Plan. (N)

**8. Transfer of Service**

- a. Service may be transferred to a new customer at the same location upon prior written concurrence by the new customer as specified in this Tariff. This does not constitute a disconnect of service or a discontinuance of an existing CSPP arrangement. The new customer will be subject to all provisions and equipment configurations currently in effect for the previous customer. Regulations concerning transfer of service between subscribers as stated in other sections of this Tariff also apply under CSPP.

**9. Prepayment**

- a. For payment periods longer than one month, the customer may prepay the total outstanding recurring monthly rates. The prepayment of monthly rates in no way constitutes a purchase and the Company retains full ownership of all services covered by the prepayment. The following conditions apply:
  - (1) Customers who prepay six months or more will have an allowance applied. The prepayment factor to be used for each month prepaid will be revised periodically by the Company.
  - (2) Monthly rates for all services covered by a single Letter of Election must be prepaid. Monthly rates must be prepaid for services added subsequently and placed on the same Letter of Election (i.e., customer-elected coterminous option) with a prepaid system.

**Note 1:** Effective March 23, 2019, Customers may not: (1) Establish CSPPs for Derived Data Channel Service, Digital Data Access Service and FlexServ Service, (2) Establish CSPPs greater than 36 months for High Capacity Service and SMARTPath Service, and (3) Convert or renew CSPPs for Derived Data Channel Service, Digital Data Access Service, FlexServ Service, High Capacity Service and SMARTPath Service.

(N)  
|  
(N)

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## ACCESS SERVICES TARIFF

First Revised Page 40  
Cancels Original Page 40

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

EFFECTIVE: March 1, 1997

## E2. GENERAL REGULATIONS

(T)

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

## E2.4.9 Optional Payment Plan (Cont'd)

## A. Channel Services Payment Plan (Cont'd)

## 9. Prepayment (Cont'd)

## a. (Cont'd)

(3) Customers who change the length of a prepaid payment period will be credited any unused portion of the prepayment, subject to termination charges as specified in 4. preceding.

(4) Customers who prematurely disconnect will have termination charges deducted from the prepaid amount and any balance credited to their bill.

## 10. Exception to Termination Liability For State, County, and Municipal Governments

a. In the event that all or any part of the service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in the service tariffs. The Tariffs provisions concerning termination liability for recurring charges only shall be inapplicable to any state, county or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative body:

(1) a statute;

(2) an ordinance;

(3) a policy directive; or

(4) a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Provided however, that if the governmental entity cancels the service for any reason other than the unavailability of funds, the termination liability provisions in the Tariff shall apply.

11. Exceptions to Termination Liability regarding *BellSouth Expanded* Interconnection Service arrangements

(T)

Pursuant to the Florida Public Service Commission Order No. PSC-95-1188-FOF-TP in Docket No. 92-1074-TP, issued September 21, 1995, upon the effective date of *BellSouth Expanded* Interconnection Service, customers with the Company's dedicated access services, with terms equal to or greater than, three years, entered into on or before February 1, 1994, shall be permitted to switch those services to competitive alternatives during the 90-day period after *BellSouth Expanded Interconnection Service* arrangements are available in a Company central office.

(T)

If a customer chooses to switch to a competitor, termination charges to the Company's contract for service shall be limited to the additional charges that the customer would have paid for the contract covering the term actually used, plus the prime rate of interest.

## 12. Moves of Service(s) under CSPP

Termination Liability Charges will not apply to customer requests for moves of service under CSPP from one location to another location subject to the following:



BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## ACCESS SERVICES TARIFF

First Revised Page 41  
Cancels Original Page 41

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

EFFECTIVE: March 1, 1997

**E2. GENERAL REGULATIONS**

(T)

**E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.9 Optional Payment Plan (Cont'd)****A. Channel Services Payment Plan (Cont'd)****12. Moves of Service(s) under CSPP (Cont'd)**

- a. The original and new premises locations must be in Company territory within the same state.
- b. The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
- c. No lapse in billing will occur for moves of service under CSPP.
- d. Orders to disconnect the existing service and reestablish it at the new location must be related.
- e. Any local channels, interoffice channels, and/or optional features and functions from the original location that are not reestablished at the new location will be subject to applicable Termination Liability charges.
- f. Any additions made at the new location will be treated as coterminous additions in accordance with 3. preceding.
- g. All regulations and charges for changes made to the service coincident to the move shall apply.
- h. All appropriate nonrecurring charges for moves of service under CSPP as specified elsewhere in this Tariff will apply.
- i. Moves of services that involve a change of jurisdiction, e.g., intraLATA to interstate, will not be treated as a disconnect of service with regard to Termination Liability charge application. The customer must subscribe to a payment arrangement offered in the appropriate tariff which is a minimum 24-month service period or equals/exceeds the remaining contract period, whichever is greater.

**B. Fast Packet Services Payment Plan****1. General**

- a. The regulations specified herein are applicable only to specific Fast Packet Access Services as indicated in the rate regulations for such services in Section E21. following.
- b. The terms of this Fast Packet Services Payment Plan (SPP) apply to such specific Fast Packet Services except as noted in the rate regulations for the given service.
- c. The Fast Packet SPP allows customers to pay stabilized monthly rates for fixed service periods selected by the customer. The two payment plans offered are as follows:
  - (1) Term Payment Plan A - service periods may be selected from 12 months to 24 months in length.
  - (2) Term Payment Plan B - service periods may be selected from 25 months to 48 months in length.
- d. When the customer renews a Fast Packet SPP arrangement under E2.4.9.B.7.d. following and the sum of months is greater than the number of months for which the services is available under a Fast Packet SPP, the current rates for the longest payment plan available for that service will apply. For example, when the customer extends XACDS (*a.k.a. BellSouth Exchange Access Connectionless Data service*) beyond 48 months, Payment Plan B rates will apply.

(T)

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## ACCESS SERVICES TARIFF

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

EFFECTIVE: December 8, 1998

## E2. GENERAL REGULATIONS

(T)

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

## E2.4.9 Optional Payment Plan (Cont'd)

## B. Fast Packet Services Payment Plan (Cont'd)

1. General (Cont'd)
  - e. When the customer orders service to be provided under a Fast Packet SPP arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g., Plan B and 36 months.
  - f. Rates stabilized under a Fast Packet SPP arrangement are exempt from Company initiated increases, however, decreases to any rate element will automatically flow through to the customer.
2. Application of Rates and Charges
  - a. The rates and charges applicable are those in effect as set forth in the rate regulations of this tariff for the particular Fast Packet Access Service involved as of the Application Date, provided that the actual service date does not exceed the later of the following.
    - (1) the Service Date under a standard service interval, or
    - (2) the earliest date on which service can reasonably be made available to the customer by the Company.
  - b. If the customer desires a service date later than as provided in A. preceding, the rates and charges in effect at the time of the actual service date are applicable.
  - c. The customer will be required to pay a Termination Liability Charge in the event that all or any part of a service is disconnected at the customer's request prior to expiration of any selected payment period of greater than one month's duration ***except as specified in E2.4.9.B.4 following.*** (C)
  - d. The Termination Liability Charge is determined by multiplying the number of months remaining in the contract payment period by the contracted monthly rate by 90 percent.
    - (1) For example, a customer subscribes to a Fast Packet Transport Service using Term Payment Plan A and selects the 18-month payment period. After 12 months the customer chooses to terminate service. The Termination Liability Charge is calculated by multiplying 6 months (18 months - 12 months) by the monthly rate by 90 percent.
3. Additions
  - a. Additions of services or rate elements (e.g., Network Interfaces) must be under a new Fast Packet SPP arrangement at rates and charges as specified in E2.4.9.B.2. preceding.
  - b. Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects in E2.4.9.B.4. following.
  - c. Additions under Fast Packet SPP are exempt from Company-initiated rate changes for all payment periods longer than one month. However, decreases for any rate element will automatically flow through to the customer.
4. Disconnects
  - a. When a service or rate element, included under a Fast Packet SPP arrangement, is disconnected prior to expiration of the selected service period, Termination Liability Charges apply as set forth in E2.4.9.B.2. preceding ***except as specifically stated otherwise in E2.4.9.B.4.b following.*** Remaining services or rate elements will not be affected by such disconnections. (C)(M)

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA  
ISSUED: February 7, 2005  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

## ACCESS SERVICES TARIFF

Second Revised Page 43  
Cancels First Revised Page 43

EFFECTIVE: March 9, 2005

**E2. GENERAL REGULATIONS****E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.9 Optional Payment Plan (Cont'd)****B. Fast Packet Services Payment Plan (Cont'd)****4. Disconnects (Cont'd)**

- b. When a tariffed service under a Fast Packet SPP arrangement is disconnected prior to the expiration of a selected service period as a result of a customer requested change at the same location to either another speed of the same tariffed service or to another Fast Packet Access Service under an Optional Payment Plan, termination liability charges will not apply when:

- (1) The completed service period is *a minimum of six (6) months*, and
- (2) The service period of the new Optional Payment Plan arrangement for the newly selected service is equal to or longer than the remaining service period of the disconnected arrangement, and
- (3) The newly selected service is a transmission speed that is either higher than the old service, or is a transmission speed that is the next lower transmission speed from the old service, and
- (4) The service orders to install the newly selected service and disconnect the old service are related together and received by the Telephone Company at the same time, and there is no lapse in service between installation of the newly selected service and disconnection of the existing service.

(C)

Nonrecurring charges apply for the installation of the newly requested service. Termination liability charges may apply for changes to associated Special Access Services under an Optional Payment Plan as set forth in tariffs regulating those services.

**5. Moves of Service Under Fast Packet SPP**

- a. Termination Liability Charges will not apply to customer requests for moves of service under Fast Packet SPP from one location to another location subject to the following:

- (1) The original and new premises locations must be in Company territory within the same state.
- (2) The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
- (3) No lapse in billing will occur for moves of service under Fast Packet SPP.
- (4) Orders to disconnect the existing service and re-establish it at the new location must be related together and received by the Company at the same time.
- (5) Any rate elements (i.e., Network Interfaces) from the original location that are not re-established at the new location will be subject to applicable Termination Liability Charges.
- (6) Any additions made at the new location will be treated as coterminous additions in accordance with E2.4.9.B.3. preceding.
- (7) All regulations and charges for changes made to the service coincident to that move shall apply.
- (8) Moves of service that involve a change of jurisdiction (e.g., interstate to intrastate) will not be treated as a disconnect of service with regard to Termination Liability Charge application. The customer must subscribe to a payment arrangement offered in the appropriate intrastate tariff which is equal to or greater than the remaining contract period.

**6. Requests for Changes in Length of Optional Payment Period**

- a. Subsequent to the establishment of a Fast Packet SPP arrangement and prior to the completion of the selected service period for that arrangement, the Fast Packet SPP arrangement may be replaced by a new Fast Packet SPP arrangement at rates and charges in effect on the first day of service under the new Fast Packet SPP arrangement, subject to the following conditions:

- (1) No credit will be given for payments made under the original Fast Packet SPP arrangement except for credits allowed in E2.4.9.9.A. following.
- (2) The service period selected for the new Fast Packet SPP arrangement begins on the new Fast Packet SPP effective date but not later than the expiration date of the Fast Packet SPP being replaced.
- (3) Nonrecurring charges will not be reapplied for existing services.

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA  
ISSUED: July 1, 1996  
BY: Joseph P. Lacher, President - FL  
Miami, Florida

## ACCESS SERVICE TARIFF

Original Page 44

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

(N)

**E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.9 Optional Payment Plan (Cont'd)****B. Fast Packet Services Payment Plan (Cont'd)**

6. Requests for Changes in Length of Optional Payment Period (Cont'd)
  - a. (Cont'd)
    - (4) If the new Fast Packet SPP arrangement has a service period shorter in length than the time remaining under the service period for the existing Fast Packet SPP arrangement, the change to the new Fast Packet SPP constitutes a disconnection of the existing Fast Packet SPP arrangement for which Termination Liability Charges apply.
7. Renewal Options
  - a. When a service period under an existing Fast Packet SPP arrangement is completed, the customer may select a new Fast Packet SPP arrangement at rates and charges in effect on the first day of service under the new Fast Packet SPP arrangement, continue service under the month-to-month rates, or discontinue service with no Termination Liability Charge. If the customer does not elect to either discontinue service or continue service under a new Fast Packet SPP arrangement, service will be continued under month-to-month rates.
  - b. Any new rate elements added to a customer's network or changes to existing services at the time of renewal will be subject to all appropriate nonrecurring charges.
  - c. When a customer renews a Fast Packet SPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
  - d. Recognition of previous service will be given to customers who renew an existing Fast Packet SPP arrangement, for all associated rate elements at the same location(s), provided that the length of the new Fast Packet SPP arrangement is equal to or greater than the remaining service period of the original Fast Packet SPP arrangement.
  - e. Recognition of previous service back to the actual service date will be given to month-to-month customers who convert to a Fast Packet SPP arrangement.
  - f. To determine the appropriate Fast Packet SPP Payment Plan for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the Fast Packet SPP arrangement. For example, a Fast Packet SPP arrangement for a 24-month service period under Term Payment Plan A is renewed for 16 months with no changes at the end of the 24-month period. The sum of months for the completed and proposed service periods would equal 40 months and would be billed under Term Payment Plan B.  
  
Another example is a month-to-month customer, in service for 15 months, who wishes to convert to a 24-month Fast Packet SPP arrangement with no changes. The combined service period of the Month-to-Month arrangement and the Fast Packet SPP arrangement is equal to 39 months which would be billed under Payment Plan B.
8. Transfer of Service
  - a. Service transferred to a new customer at the same location in accordance with E2.1.2 preceding does not constitute a disconnect of service or a discontinuance of an existing Fast Packet SPP arrangement.

**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.

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA

ACCESS SERVICES TARIFF

Third Revised Page 45  
Cancels Second Revised Page 45

ISSUED: May 31, 2013  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

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## E2. GENERAL REGULATIONS

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

#### E2.4.9 Optional Payment Plan (Cont'd)

##### B. Fast Packet Services Payment Plan (Cont'd)

###### 9. Prepayment

- a. Upon entering into a Fast Packet SPP arrangement, the customer may prepay the outstanding recurring monthly rates in whole or in part for all rate elements included in the Fast Packet SPP arrangement. The Company retains full ownership of services in accordance with E2.4.7 preceding. The following conditions apply:
  - (1) A prepayment allowance will be applied to the amount prepaid for each given month equal to 0.6666% per month compounded monthly for the number of months the payment is advanced.
  - (2) The customer may elect the percentage of the monthly rates to be prepaid, provided however, the same percentage shall apply to all rate elements included in the Fast Packet SPP arrangement for all months remaining in the service period.
  - (3) The same prepayment percentage will apply in the event the customer adds services to an existing Fast Packet SPP arrangement subsequent to the establishment of the service.
  - (4) When the customer who has prepaid recurring monthly rates replaces the existing Fast Packet SPP arrangement with a new Fast Packet SPP arrangement, the customer will be credited with that portion of the prepayment amount, representing a prepayment of the monthly recurring rates remaining in the existing Fast Packet SPP arrangement.
  - (5) Customers who prematurely disconnect will have Termination Liability Charges deducted from the unused prepaid balance. The remaining prepaid balance, if any, will be credited to their bill.

##### C. Transport Payment Plan (TPP)

###### 1. General

- a. The regulations and terms specified herein are applicable only to BellSouth Dedicated Ring, **BellSouth Metro Ethernet service** and/or SMARTRing service (a.k.a. **BellSouth** Dedicated Ring) access services as indicated in the rate regulations in Section 6 of Tariff FCC No. 1 and Section E7. of this intrastate Tariff. (C)
- b. The TPP allows customers to pay stabilized monthly rates for fixed service periods selected by the customer. The three payment plans offered are as follows:
  - (1) Payment Plan A, service periods may be selected from 12 months to 36 months in length.
  - (2) Payment Plan B, service periods may be selected from 37 months to 60 months in length.
  - (3) Payment Plan C, service periods may be selected from 61 months to 96 months in length.
- c. For conversions to the TPP arrangement, the number of months under the TPP arrangement must equal or exceed the number of months remaining under the CSPP arrangement.
- d. Termination liability charges and nonrecurring charges will not apply when a CSPP customer converts to a TPP arrangement.
- e. When the customer renews a TPP arrangement and the sum of months in service added to the new contract period is greater than the number of months for which the service is available under a TPP, the current Payment Plan C rates will apply.
- f. When the customer orders service to be provided under a TPP arrangement, the customer must designate to the Telephone Company the payment plan desired.
- g. Rates stabilized under a TPP arrangement are exempt from Telephone Company initiated increases, however, decreases for any rate element will automatically be reflected in the rates charged to the customer.
- h. Conversions of LightGate service (a.k.a BellSouth SPA Point to Point Network), BellSouth Dedicated Ring and/or SMARTRing service (a.k.a BellSouth Dedicated Ring) TPP arrangements to a higher order of CSPP service are allowed.

BELLSOUTH  
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FLORIDA

ACCESS SERVICES TARIFF

Second Revised Page 45.1  
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BY: Marshall M. Criser III, President -FL  
Miami, Florida

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## E2. GENERAL REGULATIONS

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

#### E2.4.9 Optional Payment Plan (Cont'd)

##### C. Transport Payment Plan (Cont'd)

##### 2. Application of Rates

- a. The stabilized monthly recurring rates as set forth in Section 6 of Tariff FCC No. 1 and Section E7. of this intrastate Tariff are set as of the Application Date for BellSouth Dedicated Ring, **BellSouth Metro Ethernet service** and/or SMARTRing service (a.k.a. Bellsouth Dedicated Ring), provided that the actual service date does not exceed the latter of the following:
  - (1) the Service Date under a standard service interval, or
  - (2) the earliest date by which service can be made available to the customer by the Telephone Company.
- b. If the customer desires a service date later than as provided in a. preceding, the stabilized monthly recurring rates in effect on the service date are applicable.

##### 3. Additions

- a. Additions of services or rate elements, to existing BellSouth Dedicated Ring and/or SMARTRing service (a.k.a. **BellSouth** Dedicated Ring) systems, to activate spare or unused capacities, must be activated under the same rate plan as the existing TPP arrangement. BellSouth Dedicated Ring and/or SMARTRing service (a.k.a. Bellsouth Dedicated Ring) channel interfaces must be activated as set forth in Section 6 of Tariff FCC No. 1 and Section E7. of this intrastate Tariff.

##### 4. Disconnects

- a. Except as provided in b. through f. following, when a BellSouth Dedicated Ring, **BellSouth Metro Ethernet service** and/or SMARTRing service (a.k.a. Bellsouth Dedicated Ring) rate element is disconnected prior to being in service for a 12-month period, (e.g., the minimum term for a Plan A TPP), the termination liability charge will be derived by multiplying the difference in rates between the current month-to-month rate and the rate for the TPP arrangement selected. For example, a customer subscribes to a TPP for 24 months (Plan A) and terminates service after 10 months. The termination liability charge will be applied by multiplying the number of months in service (10) by the difference between the month-to-month and Plan A monthly rates. With the exception of Renewal Options in 7 following, a four month minimum service period for BellSouth Dedicated Ring, **BellSouth Metro Ethernet service** and/or SMARTRing service (a.k.a. Bellsouth Dedicated Ring) TPP customers will be applicable and all month-to-month regulations will be applicable.

When a BellSouth Dedicated Ring, **BellSouth Metro Ethernet service** or SMARTRing service (a.k.a. Bellsouth Dedicated Ring) TPP customer disconnects a rate element prior to the 12 month TPP minimum, all current month-to-month nonrecurring charges associated with the BellSouth Dedicated Ring, **BellSouth Metro Ethernet service** or the SMARTRing service (a.k.a. Bellsouth Dedicated Ring) ring level rate elements will apply.

BellSouth Dedicated Ring and SMARTRing service (a.k.a. Bellsouth Dedicated Ring) service ring level rate elements are defined as following: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node.

- b. Except as provided in c. through f. following, when a BellSouth Dedicated Ring, **BellSouth Metro Ethernet service** or SMARTRing service (a.k.a. Bellsouth Dedicated Ring) TPP customer disconnects services or rate elements prior to the minimum number of months for the plan period selected, termination liability charges will apply. The termination liability charge will be derived at the time of disconnection by taking the difference between the rate for the TPP period for which the customer subscribed, and the rate for the TPP period that the customer's completed service would otherwise qualify, and multiplying the difference by the number of months service the customer completed under a TPP. For example, a customer subscribes to a TPP for 73 months (Plan C) and terminates service after 20 months (Plan A). The termination liability charge will be applied by multiplying the number of months in service (20) by the difference between the Plan A and Plan C monthly rates. When a BellSouth Dedicated Ring, **BellSouth Metro Ethernet service** or SMARTRing service(a.k.a. Bellsouth Dedicated Ring) customer disconnects service after the minimum number of months for the TPP arrangement selected but prior to the actual expiration date of the TPP arrangement, termination liability charges do not apply.

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA  
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BY: Joe York, President -FL  
Jacksonville, Florida

## ACCESS SERVICES TARIFF

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**E2. GENERAL REGULATIONS****E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.9 Optional Payment Plan (Cont'd)****C. Transport Payment Plan (Cont'd)****10. Disconnects (Cont'd)**

- c. When a TPP arrangement is disconnected prior to the expiration of a plan period due to a customer requested change to a higher order of service at the same location, or to expand or upgrade an existing service, termination liability charges will not apply when:

- (1) the customer has completed at least 6 months of the originally selected TPP service period, and
- (2) the service period of the new arrangement for the new service is equal to or longer than the remaining service period of the disconnected arrangement, and
- (3) the service orders to install the new service and disconnect the old service are related together and received by the Telephone Company at the same time, and there is no lapse in service between installation of the higher order of service and disconnection of the existing service, and
- (4) the capacity of the new service is equal to or greater than the existing service. For converting LightGate service (a.k.a. BellSouth SPA Point to Point Network) to SMARTPath service DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring), the capacity of the LightGate service (a.k.a. BellSouth SPA Point to Point Network) is considered to be the quantity of DS3s activated on the LightGate service (a.k.a. BellSouth SPA Point to Point Network). ***Specific changes of BellSouth Metro Ethernet service that are considered to be the same or higher order of service are set forth in E7.4.32 of this Tariff.***

For the purposes of determining a higher order of service in all payment plans, the following ranking will be used (Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) service=lowest, SMARTRing service (a.k.a. BellSouth Dedicated Ring)=highest):

- Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) services
- DSO (a.k.a. BellSouth SPA DSO Digital Data) Services
- DS1 (a.k.a. BellSouth SPA DS1) Services
- SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring)
- SMARTRing service (a.k.a. BellSouth Dedicated Ring)/Channels for use with BellSouth Managed Shared Ring/BellSouth Dedicated Ring

- d. A termination liability charge will not apply to disconnects of channel interfaces associated with LightGate service (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring and/or SMARTRing services (a.k.a. ***BellSouth*** Dedicated Ring).
- e. Disconnects, moves, or rearrangements involving the removal of the following BellSouth Dedicated Ring and SMARTRing service (a.k.a. BellSouth Dedicated Ring) rate elements, local channel, interoffice channel, customer node and central office node, to allow the placement of additional nodes and channels for existing customers where the total number of nodes does not decrease, will not be subject to termination liability charges.

(D)

BELLSOUTH  
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BY: Joe York, President -FL  
Jacksonville, Florida

## ACCESS SERVICES TARIFF

First Revised Page 45.3  
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**E2. GENERAL REGULATIONS****E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.9 Optional Payment Plan (Cont'd)****C. Transport Payment Plan (Cont'd)****4. Disconnects (Cont'd)**

f. A change of jurisdiction from interstate to intrastate service constitutes a disconnection of service for which termination charges are applicable. However, if such service continues between the same serving locations, and the customer enters into a new TPP arrangement in the intrastate jurisdiction for the same or larger service capacity and associated rate elements for a service period equal to or greater than the service period remaining under the interstate TPP arrangement, no interstate termination liability charge will be applicable.

(g) Termination liability charge will not apply to any OC-3+ SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) disconnected on or after July 10, 2015. (N)

**5. Moves of Service Under TPP**

a. Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply as stated in Section E7.4.5 except as provided in c. following. A four month minimum service period must be satisfied for all service rate elements serving the original building location. (T)

b. Moves of service within the same building will not constitute a disconnection of service for purposes of the application of termination liability charges. Current month-to-month nonrecurring charges specified in Section E7.4.5 are applicable. (T)

c. Termination Liability Charges will not apply to customer requests for moves of service to a different building subject to the following conditions:

(1) The move from the original location to the new location must be completed within thirty days of the original premises disconnect date. For LightGate® service systems (a.k.a. BellSouth SPA Point to Point Network), the new customer premises must be served by the same serving wire center as the original location.

(2) No lapse in billing will occur for moves of service under a TPP arrangement.

(3) Orders to disconnect the existing service and reestablish it at the new location must be related together and received by the Telephone Company at the same time.

(4) Any additions made at the new location will be handled in accordance with (3) preceding.

(5) All regulations and charges for changes made to the service coincident with the move will apply.

(6) All appropriate nonrecurring charges for moves of service as specified in Section E7.4.5 will apply. (T)

Any rate elements or quantities for local channels, interoffice channels, and/or optional features and functions from the original location that are not reestablished at the new location will be subject to applicable Termination Liability Charges.

**6. Requests for Changes in Length of Service Period**

a. Subsequent to the establishment of a TPP arrangement, and prior to the completion of the selected service period for that arrangement, the TPP arrangement may be replaced by a new TPP arrangement at rates and charges in effect on the first day of service under the new TPP arrangement, subject to the following conditions:

(1) No credit will be given for payments made under the original TPP arrangement, except for credits allowed under 10.a. following.

(2) The service period selected for the new TPP arrangement begins on the new TPP effective date but not later than the expiration date of the TPP being replaced.

(3) Nonrecurring charges do not apply for existing services.

(4) If the new TPP arrangement has a service period shorter in length than the time remaining under the service period for the existing TPP arrangement, the change to the new TPP arrangement constitutes a disconnection of the existing TPP arrangement for which termination liability charges apply.



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## ACCESS SERVICES TARIFF

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

## E2. GENERAL REGULATIONS

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

#### E2.4.9 Optional Payment Plan (Cont'd)

##### C. Transport Payment Plan (Cont'd)

##### 7. Renewal Options

- a. When a service period under an existing CSPP or TPP arrangement is completed, the customer may select a new TPP arrangement at rates and charges in effect on the first day of service under the new TPP arrangement, continue service under the month-to-month rates, or discontinue service with no termination liability charge. If the customer does not elect to either discontinue service or continue service under a new TPP arrangement, service will be continued under month-to-month rates. The TPP customer of record will have a 60-day grace period after which current month-to-month rates will apply. The stabilized monthly recurring rates as set forth in Section E7. *of this Tariff* remain in effect during the 60-day grace period. (T)
- b. Any new services added to a customer's network or changes to existing services at the time of renewal will be subject to all appropriate nonrecurring charges and four month minimum service period requirements.
- c. When a customer renews a TPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
- d. To determine the appropriate TPP Payment Plan for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of months of the proposed service period of the TPP arrangement.
- e. Recognition of previous service will be given to customers who renew an existing TPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new TPP arrangement is equal to or greater than the remaining service period of the original TPP arrangement. Recognition for satisfying the four month service period will be given for renewals of the same size systems, rings, and all associated rate elements. Conversion to larger systems and rings will incur new four month minimum service requirements.
- f. Recognition of previous service will be given to month-to-month customers who convert to a TPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided the four month minimum service period for that service has been met.
- g. Recognition of previous service will be given to TPP customers who convert from CSPP arrangements provided the customer is the original customer of record at the time of transfer.
- h. When an existing, BellSouth Dedicated Ring, *BellSouth Metro Ethernet service* and/or SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) customer has completed the selected TPP commitment period and the service reverts to month-to-month service, only the month-to-month service will receive recognition for determining the appropriate TPP arrangement or any subsequent TPP arrangement. (C)

##### 8. Transfer of Service

- a. Service transferred to a new customer at the same location in accordance with E2.1.2 preceding does not constitute a disconnect of service or a discontinuance of an existing TPP arrangement.

##### 9. Prepayment

- a. Upon entering into a TPP arrangement, the customer may prepay the outstanding recurring monthly rates in whole or in part for all rate elements included in the TPP arrangement. The following conditions apply:
  - (1) A prepayment allowance will be applied to the amount prepaid for each given month equal to 0.6666 percent per month compounded monthly for the number of months the payment is advanced.
  - (2) The customer may elect the percentage of the monthly rates to be prepaid, provided however, the same percentage shall apply to all rate elements included in the TPP arrangement for all months remaining in the service period.
  - (3) This same prepayment percentage will apply in the event the customer adds services to an existing TPP arrangement subsequent to the establishment of the service.
  - (4) When a customer who has prepaid recurring monthly rates replaces the existing TPP arrangement with a new TPP arrangement, the customer will be credited with that portion of the prepayment amount, representing a prepayment of the monthly recurring rates remaining in the existing TPP arrangement.
  - (5) Customers who disconnect service and incur termination liability charges, such charges shall be deducted from the unused prepaid balance. The remaining prepaid balance, if any, will be credited to their bill.

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## ACCESS SERVICES TARIFF

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BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: July 2, 2013

## E2. GENERAL REGULATIONS

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

#### E2.4.10 Service Installation Guarantee

- A. The Company assures that orders for services to which the Service Installation Guarantee applies will be installed and available for customer use no later than the Service Date as specified in E5.2.4.B. following. The Service Installation Guarantee is applicable only as specified in Section 6.7.1 (A) of Tariff FCC No. 1 and Section E7.4.1.A. of this intrastate Tariff *and for the DS1 and DS3 cross connect element in E20.1.6* following. (C)  
(C)
- B. The failure of the Company to meet this commitment will result in the credit of an amount equal to the nonrecurring charges associated with the individual service having the missed Service Date being applied to the customer's bill. The credit will include only nonrecurring charges associated with the services specified in Section 6.7.1 (A) of Tariff FCC No. 1 and Section E7.4.1.A. of this intrastate Tariff *and the DS1 and DS3 cross connect element in E20.1.6* following for which nonrecurring charges are applicable. The nonrecurring charges will be credited at the rate at which they were billed. The credit will not be provided if a credit of the same nonrecurring charge for the same service is provided under any other provisions of this Tariff. (C)  
(C)
- C. For Commercial Quality Video service (a.k.a. BellSouth SPA Commercial Quality Video) which is jointly provided by this Telephone Company and one or more other local exchange companies, the Service Installation Guarantee is applicable only for those portions of the Commercial Quality Video service (a.k.a. BellSouth SPA Commercial Quality Video) within this Telephone Company's serving territory and only if the failure to meet the commitment is the fault of this Telephone Company.
- D. For BellSouth Dedicated Ring and SMARTRing<sup>®</sup> service (a.k.a. BellSouth Dedicated Ring), the Service Installation Guarantee is applicable for all channel interface rate elements. BellSouth Dedicated Ring and SMARTRing<sup>®</sup> service (a.k.a. BellSouth Dedicated Ring) ring level rate elements are excluded from the Service Installation Guarantee. BellSouth Dedicated Ring and SMARTRing<sup>®</sup> service (a.k.a. BellSouth Dedicated Ring) ring level rate elements are defined as follows: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node.
- E. Service Installation Guarantees do not apply:
  1. when failure to meet the Service Date occurs because of:
    - a. any act or omission, *which shall include an accurate and complete service order, from* this customer, any other customer or any third party, or of any other entity providing a portion of a service,
    - b. labor difficulties, governmental orders, civil commotions, criminal actions against the Company, acts of God, war, or other circumstances beyond the Company's control,
    - c. unavailability of the customer's facilities and/or equipment,

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## ACCESS SERVICES TARIFF

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BY: Joe York, President -FL  
Jacksonville, Florida

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## E2. GENERAL REGULATIONS

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

#### E2.4.10 Service Installation Guarantee (Cont'd)

**E.** Service Installation Guarantees do not apply: (Cont'd)

2. to service requiring Special Construction as set forth in Section E14. following,
3. to Specialized Service or Arrangements or Individual Case Basis filings,
4. for jointly provisioned services,
5. to BellSouth Virtual Expanded Interconnection service arrangements, except for the cross-connect element, as set forth in E20.1.6 following, or
6. to other telephone companies concurring in the rates and regulations of the Company; provided however, that the following telephone company does also concur in the preceding provisions of Section E2.4.10 of this intrastate Tariff and Section 6 of Tariff FCC No. 1.  
Vista-United Telecommunications
7. to BellSouth SWA or Dedicated Access installation, moves and arrangements of service with an agreed upon service date interval of four business days or less following the Application Date of the service order.

In addition, Service Installation Guarantees will not apply during a declared National Emergency. Priority installation of National Security Emergency Preparedness (NSEP) telecommunications services shall take precedence.

#### E2.4.11 Cost Assessment Charge (CAC)

- A.** A Cost Assessment Charge is assessed on a percentage basis against all billed revenue for business Customers subscribing to the transport services listed below. The CAC is established to recover property taxes. This charge is not a tax or fee that the government requires AT&T to collect from Customers. The CAC will not apply to Federal, State or Local Government Accounts, or to any accounts identified in the billing systems of the Company as being exempt from application of the Federal Universal Service Fund (FUSF).

<u>Description</u>	<u>Monthly Rate</u>	
Cost Assessment Charge (CAC)		
Transport services	7.00%	(1)
- BellSouth Metro Ethernet Service		
- AT&T Switched Ethernet Service		
- AT&T Dedicated Ethernet Service		

#### E2.4.12 Reserved for Future Use

#### E2.4.13 Reserved for Future Use

#### E2.4.14 Reserved for Future Use

#### E2.4.15 Reserved for Future Use

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA  
ISSUED: February 9, 2018  
BY: Joe York, President -FL  
Jacksonville, Florida

## ACCESS SERVICES TARIFF

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EFFECTIVE: February 10, 2018

## E2. GENERAL REGULATIONS

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

#### E2.4.16 Commitment Guarantee Program

##### A. General

1. The Commitment Guarantee Program will provide a credit to end users should the Company fail to meet its commitment in connection with installation or repair of service(s) provided via Company facilities. The term "Commitment" denotes an undertaking by the Company to install or repair service(s) as agreed to by the Company. (M)
2. The failure of the Company to meet its commitment will result in a credit being applied to the end user's bill, when contact is initiated by the end user, unless an exception is applicable. (M)
3. Where a service is jointly provided with another Local Exchange Carrier (LEC), the guarantee is applicable only to installation or repair commitments made to end users by the Company. This guarantee is not applicable to commitments made by other LECs, regardless of their concurrence in this Tariff. (M)

##### B. Application

1. In the event Company contact is initiated by the end user, in reference to the provisions of A. preceding, the Company will arrange for a credit of \$100.00 on an end user's account for the missed commitment, unless an exception is applicable. The credit will be applied against the total amount due on the end user's bill. (M)
2. One credit will apply, under the provisions of 1. preceding, per end user commitment missed.
3. More than one attempt to invoke the guarantee, for the same commitment and end user, will be disallowed.
4. The credit will apply in addition to waivers, promotions, or other guarantees in effect at the time of the missed commitment unless specifically excluded.
5. The guarantee is applicable to services provided in this Tariff except as noted in C. following.
6. Receipt of a credit under the provisions of 1. through 5. preceding will have no effect on recurring rates, nonrecurring charges, or minimum service periods according to the appropriate schedules for services filed elsewhere in this Tariff.
7. Credits issued to an end user's account, in excess of the total monthly rate in any one monthly billing period, may be applied to the following monthly billing period.
8. When service is terminated, any credit due will be applied to the final amount due the Company.
9. The program may be suspended by the Company during or following a natural disaster.

##### C. Exceptions

The Commitment Guarantee Program credit will not apply to:

1. commitments missed as a result of action initiated by, or information omitted by, the end user, any other end user, or any third party,
2. maintenance requests resulting from:
  - a. interruptions of service due to the failure of equipment or systems provided by others,
  - b. interruptions of a service where the Company is not afforded access to the premises where the service is terminated,
  - c. interruptions of a service which continue because of the failure of the end user to authorize replacement of any element of Special Construction, as set forth in E14.2.6 following,
  - d. negligence, or a willful act by the end user, or
  - e. suspension of service for non-payment of charges.
3. commitments missed during or as a result of labor difficulties, governmental orders, civil commotion, criminal actions against the Company, natural or man-made disasters, war, general network failures, a declared national emergency, or any other circumstances beyond the control and/or knowledge of the Company,
4. service(s) provided in conjunction with disaster relief,
5. BellSouth SWA service in Section 6 of Tariff FCC No. 1, or
6. Interexchange Carrier services.

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## ACCESS SERVICES TARIFF

Fourth Revised Page 48  
Cancels Third Revised Page 48

ISSUED: November 23, 1998  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

EFFECTIVE: December 8, 1998

**E2. GENERAL REGULATIONS****E2.5 Connections****E2.5.1 General**

- A. Equipment and Systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with BellSouth SWA and Dedicated Access Services furnished by the Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1 and in E2.1 preceding.

**E2.6 Definitions**

Certain terms used herein are defined as follows:

**ACCESS CODE**

The term "Access Code" denotes a uniform five or seven digit code assigned by the Company to an individual IC. The five digit code has the form 10XXX and the seven digit code has the form 101XXXX, 950-0XXX or 950-1XXX.

**ACCESS MINUTES**

The term "Access Minutes" denotes that usage of exchange facilities in Intrastate service for the purpose of calculating chargeable usage. On the originating end of an intrastate call, usage is measured from the time the originating End User's call is delivered by the Company to and acknowledged as received by the IC's facilities connected with the originating exchange. On the terminating end of an intrastate call, usage is measured from the time the call is received by the End User in the terminating exchange. Timing of usage at both originating and terminating ends of an intrastate call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating end exchanges, as applicable.

**ACCESS ORDER**

The term "Access Order" denotes a request for service received by the Company from an IC or End User or End User's authorized agent.

**ACCESS TANDEM**

The term "Access Tandem" denotes a Company switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and an IC's terminal locations.

**ACCESS TANDEM NETWORK**

The term "Access Tandem Network" denotes the network of trunk groups for originating and/or terminating BellSouth SWA traffic between a single access tandem and Company subtending end offices.

**ACCESS TANDEM SWITCHING**

Access Tandem Switching denotes a rate element which provides for switching an IC's traffic through the Access Tandem to the Company's end office switch(es).

**ACTUAL COST**

The term "Actual Cost" denotes all costs charged against a specific case of special construction, including any appropriate taxes.

**ALTERNATE CENTRAL OFFICE**

The term "Alternate Central Office" denotes a wire center other than the serving wire center of the location of a customer node associated with BellSouth Dedicated Ring and SMARTRing® service (a.k.a. BellSouth Dedicated Ring).

**ALTERNATIVE LOCAL EXCHANGE COMPANY (ALEC)**

(M)

The term "Alternative Local Exchange Company or ALEC" denotes a landline telephone company, other than the Company, authorized by the Florida Public Service Commission to provide local exchange service within the Company's operating area in Florida.

(M)

**ANSWER/DISCONNECT SUPERVISION**

(M)

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the IC's point of termination as an indication that the called party has answered or disconnected.

(M)

**ASSUMED AVERAGE ACCESS MINUTES**

(M)

The term "Assumed Average Access Minutes" denotes the usage that will be billed each month to ICs for BellSouth SWA FGA and BellSouth SWA FGB access arrangements served from Company serving end offices where recorded minutes of use are not available.

(M)

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA  
ISSUED: July 29, 2016  
BY: Joe York, President -FL  
Jacksonville, Florida

## ACCESS SERVICES TARIFF

Fourth Revised Page 49  
Cancels Third Revised Page 49

EFFECTIVE: July 30, 2016

## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

#### ATM

The term Asynchronous Transfer Mode (ATM) denotes one of the general class of packet switching technologies that relay traffic via an address contained within the packet (referred to in ATM as cells). ATM is a switching method in which information does not occur periodically with respect to some reference such as a frame pattern.

#### ATM CELL

The term ATM cell denotes the fixed length packets utilized in ATM cell-based switching services. An ATM cell is 53 bytes long, consisting of a five-byte header containing the address and a fixed 48-byte information field.

#### ATM CELL-BASED SWITCHING

The term ATM cell-based switching denotes the transfer of fixed length ATM cells as opposed to variable length frames used in other packet switching technologies.

#### ATTENUATION DISTORTION

The term "Attenuation Distortion" denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified .

#### AVERAGE BUSINESS DAY (ABD)

The term "Average Business Day" denotes 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding national holidays. For trunk measurement and provisioning, Saturdays and Sundays may be substituted for a weekday when the measured traffic load for the Saturday or Sunday consistently exceeds the traffic load for the least loaded weekday.

#### BALANCE (100 TYPE) TEST LINE

The term "Balance (100 Type) Test Line" denotes an arrangement in an end office which provides for balance and noise testing.

#### BASIC SERVICE ELEMENT

The term Basic Service Element denotes an optional network capability associated with a Basic Serving Arrangement.

#### BELLSOUTH DIRECTORY ASSISTANCE (INTRASTATE)

The term "BellSouth Directory Assistance" denotes the provision of telephone numbers by a Company operator when the operator location is accessed by a customer by dialing (NPA) 555-1212.

#### BELLSOUTH DIRECTORY ASSISTANCE ACCESS LOCATION (INTRASTATE)

The term "BellSouth Directory Assistance Access Location" denotes a Company office where Company equipment first receives the Directory Assistance call from an IC's premises and selects the first operator position to respond to the Directory Assistance call.

(D)

#### BELLSOUTH SWA BASIC SERVING ARRANGEMENT

The term BellSouth SWA Basic Serving Arrangement denotes the connection of a customer to and through the BOCs networks, and should be considered the fundamental connection to those networks.

#### BELLSOUTH SWA COMMON TRANSPORT

The term "BellSouth SWA Common Transport" denotes the transmission of the customer's switched access traffic between the Access Tandem and the end office, between the BellSouth SWA FGA dial tone office and the end office (for terminating traffic) and, between the end office which serves as the host office for a remote switching system or module (RSS or RSM) and the RSS or RSM.

(D)

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## ACCESS SERVICES TARIFF

First Revised Page 50  
Cancels Original Page 50

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

EFFECTIVE: March 1, 1997

## E2. GENERAL REGULATIONS

(T)

## E2.6 Definitions (Cont'd)

**BELLSOUTH SWA DEDICATED TRANSPORT**

(T) (M)

The term "**BellSouth SWA Dedicated Transport**" denotes the transmission of the customer's switched access traffic utilizing dedicated facilities between the customer's serving wire center (SWC) and customer designated points, i.e. SWC to a Company Facility Hub (Hub), SWC to an Access Tandem, SWC to a customer designated end office, Hub to an Access Tandem, Hub to Hub, and Hub to an end office.

(T) (M)

**BELLSOUTH SWA FGD AND BELLSOUTH SWA TSBSA 3 SIGNALING**

(T) (M)

The term "**BellSouth SWA FGD** and **BellSouth SWA TSBSA 3 Signaling**" denotes the signaling system which is used, by equal access end offices, to transmit originating information and address digits to the customer's premises. Features of this system include overlap outpulsing, identification of the type of call, identification of the ten-digit telephone number of the calling party, and acknowledgment wink supervisory signals.

(T) (M)

**BELLSOUTH WATS SERVING OFFICE**

(T) (M)

The term "**BellSouth SWA WATS Serving Office**" denotes a telephone company designated serving wire center where switching, screening and/or recording functions are performed in connection with the closed-end of **BellSouth SWA WATS** or **BellSouth SWA WATS-type** services.

(T) (M)

**BIT**

(M)

The term "Bit" denotes the smallest unit of information in the binary system of notation.

(M)

**BIPOLAR WITH 8 ZERO SUBSTITUTION (B8ZS)**

(M)

The term "Bipolar with 8 Zero Substitution" (B8ZS) denotes a line code which allows transport of an all zero octet over a DS1/1.544 Mbps High Capacity channel. B8ZS enables Clear Channel Capability on DS1/1.544 Mbps High Capacity service.

(M)

**BRIDGING WIRE CENTER**

(M)

The term "Bridging Wire Center" denotes the Company designated wire center in which bridging is accomplished.

(M)

**BUSINESS DAY**

(M)

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 A.M. to 5:00 or 6:00 P.M., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. Due to the possibility of variations in Business Day hours based on company policy, union contract and location, verification of the hours should be made via contact with the specific company location involved.

**CABLE SPACE**

The term "Cable Space" denotes any passage or opening in, on, under/over or through the central office cable support structure (e.g., cable risers, cable racks, cable vault or alternate splicing chamber, etc.) required to bring fire retardant fiber optic riser cable from an Expanded Interconnection Service (EIS) arrangement to the location where the riser cable and the feeder cable meet and are spliced and the spaces between the splice and the conduit space, as well as the space between the EIS arrangement and the Company point of termination any other space required to bring other fire retardant communications cable from one EIS arrangement to another EIS arrangement of the same collocator.

(T)

**CALL**

The term "Call" denotes a communication including an off-hook signal and routing information, initiated by an IC or End User (calling party) and completed to a **BellSouth** Directory Assistance Access service location or End User (called party) or to an IC terminal location or in the case of **BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening** service when the address code is provided to the office performing the translation or screening function.

(T)

**CARRIER IDENTIFICATION CODE (CIC)**

The term "Carrier Identification Code" (CIC) denotes a unique three or four digit access identification code that is assigned to an IC for use with **BellSouth SWA FGB** and/or **BellSouth SWA FGD** service.

**CARRIER OR COMMON CARRIER**

See Interexchange Carrier

**CCS**

The term "CCS" denotes a hundred call seconds which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

(M)

Material previously appearing on this page now appears on page(s) 49 and 51 of this section.  
Material appearing on this page previously appeared on page(s) 49, 53, 55 and 64 of this section.

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## ACCESS SERVICES TARIFF

Second Revised Page 50.1  
Cancels First Revised Page 50.1

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

EFFECTIVE: February 17, 2002

**E2. GENERAL REGULATIONS****E2.6 Definitions (Cont'd)**

## CCS7 SIGNALING CONNECTION

(N)

The CCS7 Signaling Connection provides a 56 kbps facility dedicated to a single customer which originates at the customer's signaling point of interconnection in a LATA and terminates at a Company Signaling Transfer Point (STP) selected by the Company. This facility, connecting the customer to a BellSouth STP, is ordered to a Company FSPOI within the same LATA as the customer's signaling point of interconnection.

(N)

## CCS7 SIGNALING TERMINATION

(N)

The CCS7 Signaling Termination provides a dedicated point of interface at a Company STP for a customer's CCS7 Signaling Connection.

(N)

## CCS7 ACCESS ARRANGEMENT USAGE

(N)

CCS7 Access Arrangement Usage refers to messages traversing the Company's CCS7 Signaling network for call set-up (ISUP) and non-call set-up (TCAP) purposes.

(N)



BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA  
ISSUED: March 28, 2005  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

## ACCESS SERVICES TARIFF

Fourth Revised Page 51  
Cancels Third Revised Page 51

EFFECTIVE: April 12, 2005

**E2. GENERAL REGULATIONS****E2.6 Definitions (Cont'd)****CENTRAL OFFICE**

The term "Central Office" denotes a local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

**CENTRAL OFFICE PREFIX**

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to an End User's Telephone Exchange Service when dialed on a local basis.

**CENTRALIZED AUTOMATIC REPORTING ON TRUNKS (CAROT) TESTING**

The term "Centralized Automatic Reporting on Trunks (CAROT) Testing" denotes a type of testing which includes the capacity for measuring operational and transmission parameters.

**CHANNEL(S)**

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic based transmission systems, communications path between two or more points of termination.

**CHANNEL SERVICE UNIT**

The term "Channel Service Unit" denotes equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format errors and remote loop back.

**CHANNELIZATION EQUIPMENT**

Equipment which provides individual channels of voice and/or data of a higher capacity to a lower capacity or bandwidth or vice versa.

**CHANNELIZE**

The term "Channelize" denotes the process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels and vice versa.

**CHARGEABLE CALL**

See Access Minutes.

**CLEAR CHANNEL CAPABILITY**

The term "Clear Channel Capability" denotes the ability to transport twenty-four, 64 Kbps channels over a 1.544 Mbps High Capacity service via B8ZS line code format.

**C-MESSAGE NOISE**

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

**C-NOTCHED NOISE**

The term "C-Notched Noise" denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

**(DELETED)**

(D)

**COLLOCATOR'S FACILITIES**

The term "Collocator's Facilities" denotes the collocator provided transmission equipment and cabling for the sole use in the BellSouth Expanded Interconnection Service arrangement in accordance with the BellSouth Expanded Interconnection Service tariff provisions.

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA

## ACCESS SERVICES TARIFF

Sixth Revised Page 52  
Cancels Fifth Revised Page 52

ISSUED: May 31, 2013  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: July 2, 2013

## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

#### COLLOCATOR

The term "Collocator" denotes any person, corporation, or other legal entity with whom the Company has negotiated for the purpose of provisioning an BellSouth Expanded Interconnection Service arrangement in accordance with the BellSouth Expanded Interconnection Service tariff provisions.

#### COMMERCIAL RADIO MOBILE SERVICE (CMRS) PROVIDERS

The term "Commercial Radio Mobile Service (CMRS) Providers" denotes carriers which are regulated under Part 22 of the Federal Communications Commission's Rules and Regulations.

#### COMMITMENT GUARANTEE

The term "Commitment Guarantee" denotes a program under which the Company will provide a credit to the end user's account, under conditions set forth in E2.4.16 preceding, for certain services in those instances when the Company's installation or repair commitment is not met due to Company reasons.

#### COMMON LINE

The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided under the General Subscriber Service Tariff of the Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the General Subscriber Service Tariff. A common line-business is a line provided under the business regulations of the General Subscriber Service Tariff.

#### COMMUNICATIONS SYSTEM

The term "Communications System" denotes channels and other facilities, which are capable of communications between terminal equipment provided by other than the Company.

#### COMPANY

Whenever used in this Tariff or its headings, "Company" and "South Central Bell" refer to BellSouth Telecommunications, LLC. (C)  
unless the context clearly indicates otherwise.

#### CONDUIT SPACE

The term "Conduit Space" denotes any reinforced passage or opening in, on, under/over or through the ground between the feeder route conduit system (entry point) and cable vault location capable of containing communications facilities, and includes: cable entrance facilities; main conduit; ducts; inner ducts; gas traps; underground dips such as short sections of conduit under roadway, driveways, parking lots and similar conduit installations; required to bring the collocator-provided fiber optic feeder cable into the Company central office.

#### CUSTOMER(S)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this Tariff, including both Interexchange Carriers (ICs) and End Users except in Section 6 of Tariff FCC No. 1, **BellSouth SWA** service, where "Customer(s)" denotes Interexchange Carriers (ICs), Enhanced Service Providers (ESPs), End Users for **BellSouth SWA** FGA FX/ONAL service, and 500 Service Providers for **BellSouth SWA** 500 service. (C)

#### CUSTOMER LOCATION

The term "Customer Location" denotes a carrier's premises within the Local Access Transport Area (LATA).

#### DATA TRANSMISSION (107 TYPE) TEST LINE

The term "Data Transmission (107 Type) Test Line" denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

#### DECIBEL (dB)

The term "Decibel" denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two signal powers.

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## ACCESS SERVICES TARIFF

First Revised Page 53  
Cancels Original Page 53

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

EFFECTIVE: March 1, 1997

## E2. GENERAL REGULATIONS

(T)

## E2.6 Definitions (Cont'd)

## DECIBEL REFERENCE NOISE C-MESSAGE WEIGHTING

The term "Decibel Reference Noise C-Message Weighting" denotes noise power measurements with C-Message Weighting in decibels relative to a reference 1000 Hz tone of 90 dB below 1 milliwatt.

## DECIBEL REFERENCE NOISE C-MESSAGE REFERENCED TO 0

The term "Decibel Reference Noise C-Message Referenced to 0" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

## DETAIL BILLING

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to an IC or End User are due on a bill prepared by the Company.

## DS0

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It is generally referred to as having a 64 Kbps transmission data rate signal; however, customer transmitted bit rates are limited to 56 Kbps. The required format and interface specifications are contained in BellSouth Technical Reference TR-NPL-000341.

## DS1

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps transmission data rate, and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format. Unframed signal formats are not permitted or compatible with Company equipment. The required format and interface specifications are contained in BellSouth Technical Reference TR-NPL-000054.

## DUAL TONE MULTIFREQUENCY ADDRESS SIGNALING

The term "Dual Tone Multifrequency Address Signaling" denotes a type of signaling that is an optional feature of **BellSouth SWA FGA** and **BellSouth SWA FGA** LSBSA. It may be utilized when **BellSouth SWA FGA** and **BellSouth SWA FGA** LSBSA is being used in the terminating direction (from the point of interface with the IC to the local exchange end office). An office arranged for Dual Tone Multifrequency Signaling would expect to receive address signals from the IC in the form of Dual Tone Multifrequency signals.

(T)

(M)

Material previously appearing on this page now appears on page(s) 49 and 50 of this section.

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

## ACCESS SERVICES TARIFF

Second Revised Page 54  
Cancels First Revised Page 54

EFFECTIVE: May 15, 2000

**E2. GENERAL REGULATIONS****E2.6 Definitions (Cont'd)****ECHO CONTROL**

The term "Echo Control" denotes the control of reflected signals in a telephone transmission path.

**ECHO PATH LOSS (EPL)**

The term "Echo Path Loss" denotes the measure of reflected signal at a 4-wire point of termination without regard to the send and receive Transmission Level Point (TLP).

**ECHO RETURN LOSS (ERL)**

The term "Echo Return Loss" denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz), where talker echo is most annoying.

**EFFECTIVE 2-WIRE**

The term "Effective 2-Wire" denotes a condition which permits the simultaneous transmission in both directions over a channel, but it is not possible to insure independent information transmission in both directions. Effective 2-wire channels may be terminated with 2-wire or 4-wire interfaces.

**EFFECTIVE 4-WIRE**

The term "Effective 4-Wire" denotes a condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of the Company (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective 4-wire channels may be terminated with a 2-wire interface at the customer premises. However, when terminated 2-wire, simultaneous independent transmission cannot be supported, because the 2-wire interface combines the transmission paths into a single path.

**EGRESS CIRCUITS**

The term "Egress Circuits" denotes the facility used to transport the customer's dialed BellSouth® Remote Access Service traffic to the customer's designated location once it has been collected and aggregated by the remote access server.

(N)

(N)

**END OFFICE SWITCH**

The term "End Office Switch" denotes a local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. Included are Remote Switching Modules and Remote Switching Systems served by a host office in a different wire center.

**END USER**

The term "End User" denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains intrastate service arrangements in the operating territory of the Company or (B) subscribes to intrastate service(s) provided by an IC or uses the services of the IC when the IC provides intrastate service(s) for its own use or (C) subscribes to intrastate BellSouth SWA FGB service for its own use.

**ENHANCED SERVICE PROVIDER (ESP)**

An ESP provides enhanced and/or information services which are defined as those services offered over the Company's common carrier facilities and which employ computer processing applications that: act on the format, content, code, protocol, or similar aspects of the end user's transmitted information; provide the end user additional, different, or restructured information; or involve end user interaction with stored information.

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## ACCESS SERVICES TARIFF

First Revised Page 55  
Cancels Original Page 55

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

EFFECTIVE: March 1, 1997

**E2. GENERAL REGULATIONS**

(T)

**E2.6 Definitions (Cont'd)****ENTRY POINT**

The term "Entry Point" denotes the physical entrance into the central office and/or central office vault. Not all central offices have a central office vault. Multiple entry points are more than one physical entrance into the central office and/or central office vault. Normally, multiple entry points will be distinct and/or separate conduit systems.

**ENTRY SWITCH**

See First Point of Switching.

**ENVELOPE DELAY DISTORTION**

The term "Envelope Delay Distortion" denotes a measure of the linearity of the phase versus frequency of a channel.

**EQUAL ACCESS EXCHANGE AREAS (EAEA)**

The term "Equal Access Exchange Areas" (EAEA) denotes geographic areas, configured based on 1987 planned toll center/access tandem areas, in which local exchange telephone companies are responsible for providing equal access to both interexchange carriers and the customers of interexchange carriers in the most economically efficient manner.

**EQUAL LEVEL ECHO PATH LOSS (ELEPL)**

The term "Equal Level Echo Path Loss" (ELEPL) denotes the measure of Echo Path Loss (EPL) at a 4-wire interface which is corrected by the difference between the send and receive Transmission Level Path (TLP). (ELEPL = EPL - TLP (send) + TLP (receive)).

**EXCHANGE**

The term "Exchange" denotes a unit, generally smaller than a Local Access and Transport Area, established by the Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Local Access and Transport Area.

**EXPECTED MEASURED LOSS (EML)**

The term "Expected Measured Loss" denotes a calculated loss which specifies the end-to-end 1004-Hz loss on a terminated test connection between two readily accessible manual or remote test points. It is the sum of the inserted connection loss and test access loss including any test pads.

**EXTENDED SUPERFRAME FORMAT (ESF)**

The term "Extended Superframe Format" specifies a twenty-four-frame repeating pattern for the framing and information bits contained in a DS1/1.544 Mbps bit stream. The required format specifications are contained in TR-NPL-000054.

(M)

Material previously appearing on this page now appears on page(s) 50 of this section.

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA  
ISSUED: June 21, 2004  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

## ACCESS SERVICES TARIFF

Fifth Revised Page 56  
Cancels Fourth Revised Page 56

EFFECTIVE: July 6, 2004

**E2. GENERAL REGULATIONS****E2.6 Definitions (Cont'd)****FACILITY SIGNALING POINT OF INTERCONNECTION (FSPOI)**

The term FSPOI denotes a Company-designated ordering point within a Company LATA to which customers may order CCS7 Signaling Connections.

**FEDERAL OBSERVED HOLIDAY**

The term "Federal Observed Holiday" denotes public holidays for Federal employees as established by Federal Law (5 U.S.C. 6103).

(N)

(N)

**FIELD IDENTIFIER**

The term "Field Identifier" denotes two to four characters that are used on service orders to convey specific instructions. Field Identifiers may or may not have associated data. Selected Field Identifiers are used in Company billing systems to generate non-recurring charges.

**FIRST POINT OF SWITCHING (FP OF S)**

The term "First Point of Switching" denotes the first Company location at which switching occurs on the terminating path of a call proceeding from the IC premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the IC premises.

**FREQUENCY SHIFT**

The term "Frequency Shift" denotes the change in the frequency of a tone as it is transmitted over a channel.

**GRANDFATHERED**

The term "Grandfathered" denotes Terminal Equipment, Multiline Terminating Systems and Protective Circuitry directly connected to the facilities utilized to provide services under the provisions of this Tariff, and which are considered grandfathered under Part 68 of the FCC Rules and Regulations.

**HOST OFFICE**

The term "Host Office" denotes an electronic switching system, which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems (RSM or RSS).

**HUB**

The term "Hub" denotes a 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).

**IC TERMINAL LOCATION**

The term "IC Terminal Location" denotes a location within a LATA (Point of Presence) from which the IC (1) provides and/or administers telecommunications services for its own use or for the use of its customers (End Users) and (2) has the capability of testing the facilities operated or terminated at that location.

**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 four-wire interface whereby the gains and/or losses of the four-wire portion of the transmission path, including the hybrid, are not included in the specification.

**INGRESS CIRCUITS**

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

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## ACCESS SERVICES TARIFF

Fourth Revised Page 57  
Cancels Third Revised Page 57

ISSUED: September 25, 2000  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

EFFECTIVE: October 25, 2000

**E2. GENERAL REGULATIONS****E2.6 Definitions (Cont'd)****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 (ICB)**

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.

**INSERTED CONNECTION LOSS**

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

**INTEGRATED SERVICES DIGITAL NETWORK USER PART (ISDNUP)**

An SS7 protocol which provides internetwork signaling to support circuit control, ISDN access signaling and specialized subscriber facilities.

**INTERCONNECTION**

Interconnection denotes *the several Interconnection rate elements that apply to BellSouth SWA minutes of use. Separate rate elements are applicable for originating and terminating minutes of use. Additionally, separate rate elements are applicable when the IC utilizes Company-provided transport facilities versus those service applications where there are no Company transport facilities utilized.*

(C)

**INTEREXCHANGE CARRIER(S) (IC)**

The term "Interexchange Carrier(s)" denotes any individual, partnership, corporation, association, joint-stock Company, governmental entity, or any other entity, which subscribes to the services offered under this Tariff and is authorized by the Florida Public Service Commission by policy statement or certification to provide intrastate telecommunications services for its own use or for the use of its customers.

(T)

**INTERMODULATION DISTORTION**

The term "Intermodulation Distortion" denotes a measure of the nonlinearity of a channel. It is measured using 4 tones, and evaluating the ratios (in dBs) of the transmitted composite 4-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

**INTRASTATE COMMUNICATIONS**

The term "Intrastate Communications" denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

**LINE CONTROLLED PAY STATIONS**

The term "Line Controlled Pay Stations" denotes line controlled pay stations utilizing Telephone Company serving central office equipment for the necessary call processing features required for pay telephone traffic. Traffic from these stations will be completed to the customer over BellSouth SWA TSBSA 3 trunks which must be equipped with the Coin Sent-Paid Capability optional feature.

**LINE SIDE CONNECTION**

The term "Line Side Connection" denotes a connection of a transmission path to the line side of a local exchange switching system.

**LOCAL ACCESS AND TRANSPORT AREA (LATA)**

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## ACCESS SERVICES TARIFF

Second Revised Page 58  
Cancels First Revised Page 58

ISSUED: August 24, 2000  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

EFFECTIVE: September 8, 2000

**E2. GENERAL REGULATIONS****E2.6 Definitions (Cont'd)****LOCAL CALLING AREA**

The term "Local Calling Area" denotes a geographical area, as defined in the Company's General Subscriber Service Tariff, in which an End User (Telephone Exchange Service Subscriber) may complete a call without incurring MTS charges.

**LOCATION PROVIDER**

The term "Location Provider" denotes the person or persons having a legal authority to permit the Payphone Service Provider to place pay telephones on their premises.

**LOOP AROUND TEST LINE**

The term "Loop Around Test Line" denotes an arrangement utilizing a Company central end office to provide a means to make certain two-way transmission tests on a manual basis. This arrangement has two central office terminations, each reached by means of separate telephone numbers and does not require any specific IC terminal equipment. Equipment subject to this test arrangement is at the discretion of the IC.

**LOSS DEVIATION**

The term "Loss Deviation" denotes the variation of the actual loss from the designed value.

**MAJOR FRACTION THEREOF**

The term "Major Fraction Thereof" is any period of time in excess of one-half of the stated amount of time. As an example, in considering a period of 24 hours, a major fraction thereof would be any period of time in excess of 12 hours exactly. Therefore, if a given service is interrupted for a period of thirty-six hours and fifteen minutes, the IC or End User would be given a credit allowance for two twenty-four hour periods for a total of forty-eight hours.

**MANHOLE**

The term "Manhole" denotes a sub-surface enclosure which Company personnel may enter and use for the purpose of installing, operating, maintaining and repairing communications facilities.

**MARITIME RADIO COMMON CARRIERS (MRCCs)**

The term "Maritime Radio Common Carriers" (MRCCs) denotes carriers which are regulated under Part 81 on the Federal Communications Commission's Rules and Regulations.

**MARKET AREA**

See Local Access and Transport Area.

**MASS CALLING EVENT**

An activity that a subscriber (Interexchange Carrier, Alternative Local Exchange Carrier, or end user) engages in that creates or results in a heavy influx of calls into a given network. For example, if a subscriber operating a radio or television station conducts a call-in promotion, it can create a mass calling situation that locks up the network so that other subscribers can not complete their calls through that network. Likewise, a subscriber from outside the LATA can create a mass calling event by generating massive common transport terminating switched access traffic that is directed to end users served from specific end offices. The Company will work with the subscriber in advance of such promotions and mass calling activities to reroute their calls to other facilities to prevent overloading the network that provides the subscriber's service. BellSouth will not be liable for the blockage of any traffic in any way related to the mass calling event. The Company does not guarantee the completion of mass calling traffic on its network.

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**MESSAGE**

The term "Message" denotes a "call" as defined preceding.

**MILLIWATT (102 TYPE) TEST LINE**

The term "Milliwatt (102 Type) Test Line" denotes an arrangement in an end office which provides a 1004 Hz tone at 0 dBm0 for one-way transmission measurements towards the IC terminal location from the Company end office.

**MINUTES OF USE**

See Access Minutes



BELLSOUTH  
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FLORIDA

## ACCESS SERVICES TARIFF

Fourth Revised Page 59  
Cancels Third Revised Page 59

ISSUED: January 4, 2012  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: January 5, 2012

**E2. GENERAL REGULATIONS****E2.6 Definitions (Cont'd)****MODIFIED ACCESS BASED COMPENSATION (MABC)**

The Modified Access Based Compensation Plan ordered by the Florida Public Service Commission in Docket No. 850310-TL Order No. 17743, issued June 24, 1987 allows the Local Exchange Company (LEC) in whose area the intraLATA long distance MTS/WATS calls originate, to bill and keep the revenues for such calls. The LEC then pays appropriate access charges to other LECs that participate in the completion of the call.

**MULTIPOINT CHANNEL**

The term "Multipoint Channel" refers to any connection which terminates three or more circuits on the same bridging node.

**NETWORK CHANNEL INTERFACE (NCI) CODE UPDATE**

The term "Network Channel Interface (NCI) Code Update" denotes the manual or mechanical activity performed to update the NCI code on each sub-DS1 level circuit riding a DS1 High Capacity service that is converted (rolled over) to a DS3 High Capacity service.

**NETWORK CONTROL SIGNALING**

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signals (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

**NETWORK INTERFACE**

The term "Network Interface" denotes the point of demarcation on the End User's premises at which the Company's responsibility for the provision of Access Services end.

**(DELETED)****NONSYNCHRONOUS TEST LINE**

The term "Nonsynchronous Test Line" denotes an arrangement in step-by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but which can be made more rapidly.

**NORTH AMERICAN NUMBERING PLAN (NANP)**

The term "North American Numbering Plan" denotes a 3-digit area or Numbering Plan Area (NPA) code and a 7-digit telephone number made up of a 3-digit Central Office (CO) code plus a 4-digit station number.

**OFF-HOOK**

The term "Off-hook" denotes the active condition of BellSouth SWA or a Telephone Exchange Service line.

**ON-HOOK**

The term "On-hook" denotes the idle condition of BellSouth SWA or a Telephone Exchange Service line.

**OPEN CIRCUIT TEST LINE**

The term "Open Circuit Test Line" denotes an arrangement in an end office which provides an ac open circuit termination of a trunk or line by means of an inductor of several Henries.

**OPERATING COMPANY NUMBER**

Denotes a four-character alphanumeric identifier used to determine the company of the NPA-NXX code-holders.

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(N)

BELLSOUTH  
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FLORIDA  
ISSUED: March 3, 1997  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

## ACCESS SERVICES TARIFF

Second Revised Page 60  
Cancels First Revised Page 60

EFFECTIVE: April 1, 1997

**E2. GENERAL REGULATIONS****E2.6 Definitions (Cont'd)****OPERATOR SERVICES SYSTEM**

The term "Operator Services System" (OSS) denotes the switching equipment, facilities, operator positions and software components utilized for the provision of Operator Services.

**OPERATOR SERVICES SYSTEM LOCATION**

The term "Operator Services System Location" (OSS location) denotes a Company office where Company equipment routes or receives IC Operator Services calls to or from the IC location.

**OPERATOR SERVICES SYSTEM SERVING AREA**

The term "Operator Services System Serving Area" (OSS serving area) denotes the geographic operational domain of an Operator Services System.

**ORIGINATING DIRECTION**

The term "Originating Direction" denotes the use of access service for the origination of calls from an End User to an IC terminal location.

**OVERLAP OUTPULSING**

The term "Overlap Outpulsing" denotes the feature of the BellSouth SWA FGD and BellSouth SWA TSBSA 3 Signaling System which permits initiation of pulsing to the IC's premises before the calling subscriber has completed dialing an originating call.

**(DELETED)**

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**PAY TELEPHONE LINE**

(N)

The term "Pay Telephone Line" denotes facilities provided by the Company which connect pay telephone stations to the Local Exchange Network.

(N)

**PAYPHONE SERVICE PROVIDER**

(N)

The term "Payphone Service Provider" denotes one who provides payphone service, which is the provision of public or semi-public pay telephones, the provision of inmate telephone service in correctional institutions and any ancillary services.

(N)

**PHASE JITTER**

The term "Phase Jitter" denotes the unwanted phase variations of a transmitted signal.

**POINT OF INTERFACE**

The term "Point of Interface" denotes a demarcation point, at the IC terminal location, between Company provided and IC provided services.

**POINT OF PRESENCE**

See IC Terminal Location.

**POINT OF TERMINATION**

The term "Point of Termination" denotes the point of demarcation, within an IC-designated premises at which the Company's responsibility for the provision of Access Service ends.

**PREMISES**

The term "Premises" denotes the building or portions of a building in a multitenant building, or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway. This term is not to be limited to one building, but applies as well to a complex, or campus-type configuration of buildings.

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

## ACCESS SERVICES TARIFF

Fourth Revised Page 61  
Cancels Third Revised Page 61

EFFECTIVE: February 17, 2002

**E2. GENERAL REGULATIONS****E2.6 Definitions (Cont'd)****RADIO COMMON CARRIERS (RCCs)**

The term "Radio Common Carriers" (RCCs) denotes carriers which are regulated under Part 22 of the Federal Communications Commission's Rules and Regulations.

**REMOTE ACCESS SERVER**

The term "Remote Access Server" denotes equipment that aggregates the customer's BellSouth® Remote Access Service dialed traffic and transports it to the customer's designated location over their egress circuits.

**REMOTE MODULES AND/OR REMOTE SYSTEMS**

The term "Remote Modules and/or Remote Systems" denotes small, end offices which obtain their call processing capability from a Host Office. The Remote Modules and/or Remote Systems cannot accommodate direct trunks to an IC.

**RETURN LOSS**

The term "Return Loss" denotes a measure of the similarity between the two impedances at the junction of two transmission paths (e.g., four to two-wire junctions). The higher the return loss, the higher the similarity.

**REGISTERED EQUIPMENT**

The term "Registered Equipment" denotes the IC's or the IC's customer's premises equipment (CPE) which complies with and has been approved within the Registration Provisions of Part 68 of the FCC Rules and Regulations.

**SECONDARY CHANNEL**

The term "Secondary Channel" denotes the offering of a companion digital transmission capability over the same physical facility as the primary channel at a lower bit rate. Terminal equipment required to support secondary channel capability must be provided by the customer.

**SERVICE ACCESS CODE**

The term "Service Access Code (SAC)" denotes the 700, 800 and 900 NXX numbers administered by Bell Communications Research as part of the North American Numbering Plan.

**SERVICE INSTALLATION GUARANTEE**

The term "Service Installation Guarantee" denotes a program under which the Company will provide a credit to the customer's account for certain services in those instances when the Service Date is not met due to Company reasons.

**SERVICE PROVIDED UPON REQUEST**

The term "Service Provided Upon Request" (SPUR) denotes a service that has not been requested by any ICs in a particular state. When a request for this service is received, a new aggregate rate will be calculated and filed in this Tariff. The new rate will include the additional demand and costs for the service.

**SERVICE SWITCHING POINT (SSP)**

The term "Service Switching Point" (SSP) denotes a node in a CCS7 Signaling System that formulates and receives signaling messages.

(N)

(N)

**SERVING WIRE CENTER**

The term "Serving Wire Center" denotes the wire center from which the IC designated premises would normally obtain dial tone from the Company.

**SEVEN DIGIT MANUAL TEST LINE**

The term "Seven Digit Manual Test Line" denotes an arrangement, which allows the IC to select balance, milliwatt and synchronous test lines, by manually dialing a seven digit number over the associated access connection.

**SHARED NETWORK ARRANGEMENT**

The term "Shared Network Arrangement" denotes a service offering whereby multiple ICs may connect on a channelized high capacity service and the Company will undertake to maintain separate records for each IC's portion of the shared network.

BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA  
ISSUED: July 29, 2016  
BY: Joe York, President -FL  
Jacksonville, Florida

## ACCESS SERVICES TARIFF

Fifth Revised Page 62  
Cancels Fourth Revised Page 62

EFFECTIVE: July 30, 2016

## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

#### SHORT CIRCUIT TEST LINE

The term "Short Circuit Test Line" denotes an arrangement in an end office which provides an ac short circuit termination of the trunk or line by means of a capacitor of at least 4 microfarads.

#### SIGNAL-TO-C-NOTCHED NOISE RATIO

The term "Signal-to-C-Notched Noise Ratio" denotes the ratio in dB of a test signal to the corresponding C-Notched Noise.

#### SIGNAL TRANSFER POINT (STP)

The term "Signal Transfer Point" denotes a signaling point which routes and/or transfers signaling messages through the common channel signaling network.

#### SIGNALING POINT OF INTERCONNECTION

The term "Signaling Point of Interconnection" (SPOI) denotes the location where a Company-provided CCS7 Signaling Connection terminates at a customer location.

#### SIGNALING POINT CODE

The term "Signaling Point Code" denotes a binary code uniquely identifying a signaling point in a signaling network. This code is used, depending upon its position in the label, either as a destination point code, identifying the intended destination of the message, or as an originating point code, which identifies the originating point of the message.

#### SPECIAL ORDER

The term "Special Order" denotes an order for a Billing and Collection Service or an order for BellSouth Directory Assistance Access Service when the service is provided via direct trunks to the DA location or via specially designated trunk groups to the access tandem. (D)

#### SUBTENDING END OFFICE OF AN ACCESS TANDEM

The term "Subtending End Office of an Access Tandem" denotes an end office that has final trunk group routing through that tandem. (D)

#### SUPERFRAME FORMAT (SF)

The term "Superframe Format" specifies a twelve-frame repeating pattern for the framing and information bits contained in a DS1/1.544 Mbps bit stream. The required format specifications are contained in TR-NPL-000054.

#### SWITCHED LOCAL CHANNEL

The Switched Local Channel denotes a switched transport facility between the IC's serving wire center and the IC's premises.

#### SYNCHRONOUS TEST LINE

The term "Synchronous Test Line" denotes an arrangement in an end office, which performs marginal operational tests of supervisory and ring-tripping functions.

#### TELEPHONE COMPANY ANSWERING SERVICE CONCENTRATOR

The term "Telephone Company Answering Service Concentrator" denotes a device located in a central office of the Company which concentrates incoming calls to some number of Telephone Answering Service's clients lines to some smaller number of trunks/channels connected to the IC's or End User's premises equipment.

#### TERMINATING DIRECTION

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from an IC terminal location to an End User's premises.

BELLSOUTH  
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FLORIDA

## ACCESS SERVICES TARIFF

First Revised Page 63  
Cancels Original Page 63

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

EFFECTIVE: March 1, 1997

**E2. GENERAL REGULATIONS**

(T)

**E2.6 Definitions (Cont'd)****TERMINATION LIABILITY CHARGE**

The term "Termination Liability Charge" when used in connection with specially constructed facilities denotes the portion of the Maximum Termination Liability that is applied as a nonrecurring charge when all services are discontinued prior to the expiration of the specified liability period. The term "Termination Liability" as used in connection with the application of termination charges for access services denotes the discontinuance, either at the request of the customer or by the Company under its regulations concerning cancellation for cause, of service or facilities (including channels and station equipment) provided by the Company.

**TRADITIONAL SIGNALING**

The term "Traditional Signaling" denotes the Intermachine Signaling System which has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating end office to the switching machine which will terminate the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing, ten digit ANI or ANI information digits are included in this signaling sequence. Acknowledgment wink is required from the terminating switching machine except when the originating switching machine is SXS.

**TRAFFIC**

The term "traffic" denotes a volume of IC access minutes of use or calls.

**TRAFFIC OPERATOR POSITION SYSTEM (TOPS) TANDEM**

The term "Traffic Operator Position System" (TOPS tandem) denotes a Company office where Company equipment routes or receives IC Operator Services calls to or from the IC location. A TOPS tandem is also known as an OSS location.

**TRANSACTIONS CAPABILITIES APPLICATION PART (TCAP) MESSAGES**

The term "TCAP Messages" relates to the application of TIA Interim Standard 41 (Sub-systems 005-010) for the transmission of non-call associated messages over the *BellSouth SWA* CCSAC network.

(T)

**TRANSMISSION MEASURING (105 TYPE) TEST LINE/RESPONDER**

The term "Transmission Measuring (105 Type) Test Line/Responder" denotes an arrangement in an end office which provides far-end access to a responder and permits two-way loss and noise measurements to be made on trunks from a near end office.

**TRANSMISSION PATH**

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

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

## ACCESS SERVICES TARIFF

Third Revised Page 64  
Cancels Second Revised Page 64

EFFECTIVE: April 12, 2005

**E2. GENERAL REGULATIONS****E2.6 Definitions (Cont'd)****SINGING RETURN LOSS (SRL)**

The term "Singing Return Loss" denotes the frequency weighted measure of return loss at the edges of the voiceband (200 to 500 Hz and 2500 to 3200 Hz), where singing (instability) problems are most likely to occur.

**TRUNK**

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**TRUNK GROUP**

The term "Trunk Group" denotes a set of trunks, which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

**TRUNK SIDE CONNECTION**

The term "Trunk Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system.

**TWO-WIRE TO FOUR-WIRE CONVERSION**

The term "Two-Wire to Four-Wire Conversion" denotes an arrangement, which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity such as a central office switch.

**(DELETED)**

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**UNIFORM SERVICE ORDER CODE**

The term "Uniform Service Order Code" denotes a three or five character alphabetic, numeric, or an alphanumeric code that identifies a specific item of service or equipment. Uniform Service Order Codes are used in the Company billing system to generate recurring rates and nonrecurring charges.

**V AND H COORDINATES METHOD**

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the Vertical (V) and Horizontal (H) coordinates of the two points.

**WIRE CENTER**

A "Wire Center" is a Company facility that houses Company equipment necessary for the provision of BellSouth SWA and non-BellSouth SWA telephone service to customers in a defined geographical area. The facility is identified with V&H coordinates and is assigned one or more NXX's for use in providing BellSouth SWA services to customers located in the specified geographical area. The Company equipment located at a Wire Center may consist of switching equipment or non-BellSouth SWA equipment working with a distant host switch as well as equipment used to terminate dedicated non-BellSouth SWA services. Wire Centers capable of terminating access facilities are designated by the Company.

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## ACCESS SERVICES TARIFF

Fifth Revised Page 65  
Cancels Fourth Revised Page 65

ISSUED: November 18, 2003  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

EFFECTIVE: December 3, 2003

**E2. GENERAL REGULATIONS****E2.6 Definitions (Cont'd)****500 SERVICE PROVIDER**

The term "500 Service Provider" refers to an entity purchasing BellSouth SWA 500 Access Service for use in the provision of Personal Communication Service. A 500 Service Provider must have been assigned a 500 NXX by the North American Numbering Plan Administrator.

**800 DATABASE**

The term "800 Database" refers to the use of database technology to determine to which access customer an originating 800 call is to be delivered. With the exception of 800 calls to Canada, Bermuda, and the Bahamas, the 800 Database routes calls to an access customer based on the dialed ten digit 800 number.

**E2.7 Special Promotions****E2.7.1 Regulations**

- A. The Company may offer approved special promotions of new or existing services or products for limited periods as approved by the Public Service Commission. These promotions are a temporary waiver of certain recurring and/or nonrecurring charges as stated in paragraph E2.7.2.A. These promotions will be offered on a completely nondiscriminatory basis with each subscriber in the classification of service and area for which the promotion is offered having an equal opportunity for participation.

**E2.7.2 Descriptions**

- A. The following promotions are approved by the Commission:

Area of Promotion	Service	Charges Reduced	Period
BellSouth's nine state region	Listed Name and Address Service	\$0.06 per record rate reduced to \$0.03 when ordering the Listed Name and Address service	April 28, 2001 to October 28, 2001

**E2.8 Reserved For Future Use****E2.9 Reserved For Future Use****E2.10 Reserved For Future Use****E2.11 Trademarks and Servicemarks Protection**

(T)

**E2.11.1 Use of Trademarks and Servicemarks**

(T)

*Trademarks and Servicemarks* owned by BellSouth Intellectual Property Corporation may not be used by any entity concurring in or providing services pursuant to this Tariff except under an express written license agreement with BellSouth Intellectual Property Marketing Corporation.

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BELLSOUTH  
TELECOMMUNICATIONS  
FLORIDA

## ACCESS SERVICES TARIFF

Second Revised Page 66  
Cancels First Revised Page 66

ISSUED: September 14, 2020  
BY: Joe York, President -FL  
Jacksonville, Florida

EFFECTIVE: September 15, 2020

## E2. GENERAL REGULATIONS

### E2.12 TDM to IP Transition

#### E2.12.1 General TDM to IP Transition Provisions

As a result of evolving network technology, the Telephone Company is able to offer new, advanced services. At the same time, certain older services will no longer be available in some geographic areas, as those services are no longer technically or economically feasible. The table below identifies services that have been withdrawn, by wire center and exchange, along with additional information related to these service withdrawals.

<u>Product Name</u>	<u>Reference</u>
Telegraph Grade (aka BellSouth SPA Telegraph) Service	E7.2.2
Voice Grade (aka BellSouth SPA DS0 VG) Service	E7.2.3
Digital Data Access (aka BellSouth SPA DS0 Digital Data) Service	E7.2.5
High Capacity (aka BellSouth SPA High Capacity) Service (64 kbps, 3.152 and 6.312 Mbps)	E7.2.6
FlexServ (aka BellSouth SPA Customer Rearrangement) Service	E7.4.12
Exchange Access Frame Relay Service (XARFS) (aka BellSouth Exchange Access Frame Relay Service)	E21.1
Exchange Access Asynchronous Transfer Mode Service (XAATMS)	E21.3
BellSouth Network Visibility Service	E21.6

Effective Date

<u>Wire Center</u>	<u>Exchange</u>	<u>Other Information</u>
11/01/2018		
BGPIFLMA	Big Pine	Entire Wire Center
SGKYFLMA	Sugar Loaf	Entire Wire Center
04/29/2019		
PNCYFLMA	Panama City	Distribution Areas 112452, 150751, 150752, 151002, 151553, 151851, 152350, 154451, 210854, 413751 and 414551
LYHNFLOH	Lynn Haven	Distribution Areas 220651 and 220652
09/15/2020		
JCVLFLRV	Jacksonville	Distribution Area 420664

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(N)