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October 8, 2008

Ms. Beth Salak
Director, Division of Communications
Florida Public Service Commission
2540 Shumard Oak Boulevard
Gerald L. Gunter Building, Room 270
Tallahassee, Florida 32399-0850

Dear Mrs. Salak:

Pursuant to Florida Statue 364.051, we are filing herewith revisions to our Access Services Tariff. The affected tariff pages are shown in Attachment A.

The purpose of this filing is to remove Billing and Collection Services from E8 of the Access Services Tariff.

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

Yours very truly,

Jerry D. Hendrix (slg)

Vice President - Regulatory Relations

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EXECUTIVE SUMMARY

INTRODUCTION

With this filing, BellSouth Telecommunications, Inc. d/b/a AT&T - Southeast is removing Billing and Collection Services from the State Access Services E8 Tariff.

DESCRIPTION OF PRESENT TARIFF

The existing E8 tariff provides Billing and Collection Services for Access customers' telecommunications services and offers four options: Recording Service, Billing Service, Billing Analysis Service and Billing Information Service.

RATIONALE FOR PROPOSED TARIFF

With this filing, Billing and Collection Services are being removed from the tariff. There are no customers subscribing to these tariff services. AT&T currently provides Billing and Collection Services to customers on a negotiated contractual basis.

CUSTOMER EFFECTS

There is no customer impact with the removal of Billing and Collection Services from the tariff since there are no customers subscribing to the tariff service. These services are being provided to customers on a contractual basis outside the tariff.

E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)

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(D)

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EFFECTIVE: October 29, 2008EFFECTIVE: July 15, 1996

BY: Marshall M. Criser III, President -FLBY: Joseph P. Lacher, President -FL
Miami, Florida

E8. BILLING AND COLLECTION SERVICES¹-(DELETED)

(D)(4)

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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.

E8. BILLING AND COLLECTION SERVICES(DELETED)

(D)

At the option of the IC and where the Company has ability to provide the following services it will do so in accordance with this Tariff:

Recording Service

Billing Service

Billing Analysis Service and

Billing Information

For the purposes of Section E8. of this Tariff only, the Company will provide billing and collection services to clearinghouse agents who are authorized to act as agents for certified ICs. The clearinghouse agent can obtain only billing and collection services from the Company for telecommunications services on behalf of certificated ICs. All other access services will be limited to those entities which have been certificated and authorized by the Commission to provide intrastate long distance telecommunication service. When a clearinghouse acts as an agent for ICs, the clearinghouse will comply with the same requirements and obligations that apply to ICs under this Tariff. In addition, specific requirements for clearinghouse agents have been specified under E8.2 Billing Service.

The Company will provide billing and collection services to certified *Payphone Service* Providers (*PSPs*), directly or through a clearinghouse, provided that the *PSPs* comply with the following requirements:

(C)

InterLATA toll messages only will be billed under this Tariff;

Collect calls will not be billed which have not been actively accepted by the called party (e.g., calls made from automated sets that default to billing to called party if called party does not disconnect within a given time period);

All requirements and obligations that apply to ICs under this Tariff will apply; and

All rules and regulations will apply that are required by the Commission for Alternate Operator Service (AOS) Providers which provide intrastate long distance telecommunications service.

E8.1 Recording Service

The Company will provide Recording Service in association with the offering of BellSouth SWA FGA, BellSouth SWA FGC, and BellSouth SWA FGD for IC messages that can be recorded by Company provided automatic message accounting equipment. In addition, where the Company records the IC messages on manual tickets, the Company will provide Recording Service for the manual tickets. Where the Company has the ability to record the BellSouth SWA FGA call detail with automatic message accounting equipment and mark the recorded call detail as BellSouth SWA FGA call detail for a specific IC, the Company will provide Recording Service for BellSouth SWA FGA.

The Company will provide Recording Service in its operating territory. The Company will provide Recording Service in any appropriately equipped offices in the Florida operating territory for which the IC has ordered BellSouth SWA FGA, BellSouth SWA FGC, or BellSouth SWA FGD.

E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)

E8.1 Recording Service (Cont'd)

For BellSouth SWA FGC and BellSouth SWA FGD when answer supervision is provided by the IC the term "IC Message" used herein denotes a completed intrastate call originated by an IC's end user. An IC message begins when answer supervision from the premises of the ordering IC is received by Company recording equipment indicating that the called party has answered. An IC message ends when disconnect supervision is received by Company recording equipment from either the premises of the ordering IC or the IC's end user premises from which the call originated.

For BellSouth SWA FGD when answer supervision is not provided by the IC premises, the term "IC message" used herein denotes an intrastate call originated by an IC's end user where a start time (the recorded time at which the BellSouth SWA FGD entry switch receives the first wink supervisory signal forwarded from the IC's point of termination) and a disconnect time are received by Company recording equipment. For purposes of measurement, the IC message begins when the wink supervisory signal is received and ends when disconnect supervision is received by Company recording equipment from either the premises of the ordering IC or the IC's end user premises from which the call originated.

BellSouth SWA FGC calls where the IC premises does not provide answer supervision are not permitted.

For BellSouth SWA FGA, the term "IC message" used herein denotes a completed call over an intrastate BellSouth SWA FGA. A completed call includes both completed calls originated to and terminated from a BellSouth SWA FGA. An IC message begins in the originating direction when the off hook supervision provided by the premises of the ordering IC is received by the Company recording equipment. An IC message begins in the terminating direction when answer supervision is received by the Company recording equipment indicating the called party has answered. An IC message ends in the originating direction when disconnect supervision is received by the Company recording equipment from the premises of the ordering IC. An IC message ends in the terminating direction when disconnect supervision is received by the Company recording equipment from either the premises of the ordering IC or the called party.

The IC may purchase recording for 101XXXX and/or 111 calls. In addition, the IC may purchase recording for either message billed service, WATS or WATS type service, and/or 800 Service where it is technically and economically feasible for the Company to provide such service.

(C)

E8.1.1 General Description

- A. Recording Service is the recording of the details of an IC Message and, when requested by the IC, the provision of those details to the IC. Recording Service includes recording, assembly and editing, and provision of recorded IC message detail.
- B. Recording is the entering on magnetic tape or other acceptable media the details of IC messages originated through BellSouth SWA for which answer and disconnect supervision has been received. Recording is provided 24 hours a day, 7 days a week.
- C. Assembly and editing is the aggregation of the recorded IC message details to create individual messages and the verification that the data required for rating, in accordance with the standard format established by the Company, is present. Assembly and editing is performed at least once a week.

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Miami, Florida

E8. BILLING AND COLLECTION SERVICES (DELETED)

(T)

E8.1 Recording Service (Cont'd)

E8.1.1 General Description (Cont'd)

- D.** Provision of IC message detail is the provision of magnetic tapes containing the assembled and edited IC message detail and, when requested by the IC, data transmitting the assembled and edited IC message detail to the IC. Except for lost or damaged records, the recorded detail will be available to the IC not more than five business days after the date all the detail requested by the IC was processed by the Company.

E8.1.2 Undertaking of the Company

- A.** When answer supervision is provided by the IC premises, the Company will record IC messages carried over *BellSouth SWA FGC* and *BellSouth SWA FGD* that are available to Company provided recording equipment or operators. (T)

When answer supervision is not provided by the IC premises, the Company will record *BellSouth SWA FGD* messages that are available to Company provided recording equipment or operators. Special arrangements must be made to provide these recordings, therefore the time necessary to implement the service and the charges to provide these recordings will be determined on an individual case basis. (T)

The Company will record all IC messages, including interLATA intrastate messages and interLATA interstate messages, carried over *BellSouth SWA FGA*. (T)

Unavailable IC messages (i.e., certain *BellSouth SWA FGC* operator and TSPS messages which are not accessible by Company provided recording equipment or operators) will not be recorded. (T)

The recording equipment will be provided at locations selected by the Company. Assembly and editing will be performed on all IC messages recorded during the billing period established by the Company. Except as set forth in E8.1.2.F and E8.1.3 following, recorded message detail from previous billing periods will not be recovered and made available to the IC.

- B.** Standard formats for the provision of the recorded IC message detail will be established by the Company and provided to the IC. Three formats are presently available. The first format will be used when message type calls are recorded (i.e., calls where the end user dials the calls and no operator, third number, credit card number, Outward WATS or 800 service terminating measurement is involved.) The second format will be used when an operator, TSPS, third number or credit card is involved. The third format will be used when Outward WATS or 800 service terminating measurement is involved. Any other format that an IC may request when ordering provision of IC message detail will be provided on an individual case basis. If the IC is provided a special format in which the IC requests the message detail be used to provide Message Processing and/or Message Bill Processing Service, additional charges as set forth in E8.2 following will apply. If, in the course of Company business, it is necessary to change the format, the Company will notify the involved ICs six months prior to the change.

- C.** The recorded IC messages provided to the IC will be sorted to furnish detail by specific end users, groups of end users, by office or by location.

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Miami, Florida

~~E8. BILLING AND COLLECTION SERVICES⁴ - (DELETED)~~

(D)(4)

~~E8.1 Recording Service (Cont'd)~~

~~E8.1.2 Undertaking of the Company (Cont'd)~~

- ~~C. The recorded IC messages provided to the IC will be sorted to furnish detail by specific end users, groups of end users, by office or by location. (Cont'd)~~

~~Also name and address information will, when requested by the IC and to the extent the required names and addresses are available in the Company customer information data bases, be provided for the recorded customer message detail.~~

~~The sorting will be provided in accordance with the specifications the IC provides when it orders recorded customer message detail with sorting. If the information necessary to sort the recorded message detail as requested by the IC is not available in the recorded message detail (i.e., a sort based on any other information other than calling number or called number), the Company will provide the sorting if (1) the information necessary to perform the sort is contained in its customer information data bases, or the Wire Center Information as set forth in Exchange Carrier Association Tariff F.C.C. No. 2, or (2) the IC provides the necessary information. If the sorting is to be performed using information which is confidential due to legal, national security, end user or regulatory imposed requirements, the information will not be used unless the customer secures written permission from the end user for the Company to use such information as requested by the customer.~~

~~The name and address information will be provided with the recorded customer message detail and included on the magnetic tapes containing the recorded customer message detail. The name and address information will be provided in a format in accordance with the specifications the customer provides when it orders recorded customer message detail. The name and address information will be obtained by the Company from its customer information data bases. The name and address information will be provided for the calling number shown in the recorded customer message detail to the extent a name and address exists in the Company customer information data bases (e.g., some calling number names and addresses may be confidential). If the name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the name and address information will not be used unless the IC secures written permission from the end user for the Company to use the information as requested by the IC.~~

~~When sorting of recorded customer message detail and/or name and address is provided to the IC, the interval, minimum period and charges to provide the sorting and/or name and address information will be determined on an individual case basis.~~

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

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BY: Marshall M. Criser III, President -FL/BY: Joseph P. Laeher, President -FL
Miami, Florida

~~E8. BILLING AND COLLECTION SERVICES⁴ - (DELETED)~~

(D)(4)

~~E8.1 Recording Service (Cont'd)~~

~~E8.1.2 Undertaking of the Company (Cont'd)~~

- ~~D. Recorded IC message detail with or without sorting and name and address will be provided to an IC as set forth in E. following. The Company will determine the number of magnetic tapes or data files required to provide the recorded message detail to the IC.~~
- ~~E. At the request of an IC, magnetic tapes containing the recorded IC message details with or without sorting or name and addresses will be provided to the IC as part of Recording Service. The magnetic tapes will be provided without the return of previously supplied tapes. The Company will supply the magnetic tapes. Unless specified otherwise by the IC, the magnetic tapes will be sent to the IC via first class U.S. Mail Service. However, the IC may pick up the magnetic tapes at a location designated by the Company or request that the detail on the Magnetic tapes or in a data file be data transmitted to the IC. When the IC message details are data transmitted to an IC location, the data transmission charges will be determined on an individual case basis. When the IC does not wish to receive the recorded IC message details, except when sorting and name and address information is provided and the Company receives notice from the IC at least two weeks prior to the date the details would be sent to the IC, the charge as set forth in E8.1.7 following does not apply. When sorting and name and address information is provided and the customer does not wish to receive the recorded customer message detail the terms and conditions will be as set forth in the individual basis agreement.~~
- ~~F. Recorded IC message detail which is used at the request of the IC to provide Message Processing and Message Bill Processing Service is not retained by the Company for longer than 45 days. The rated but unbilled message detail and the billed message detail is retained for reference (i.e., on paper or microfiche) in place of the recorded IC message detail. For recorded IC message detail not used by Message Processing Service at the IC's request, the Company will make every reasonable effort to recover recorded IC message detail previously made available to the IC and make it available again for the IC. The charges as set forth in E8.1.7 following will apply for all such detail provided. When the recorded IC message details are data transmitted to an IC location, the data transmission charges will be determined on an individual case basis. Such a request must be made within 30 days from the date the details were initially made available to the IC.~~

~~E8.1.3 Liability of the Company~~

~~Notwithstanding E.2.1.3 preceding, the Company liability for Recording Service is as follows:~~

- ~~A. If IC message detail is not available because the Company lost or damaged tapes or incurred recording system outages, the Company will estimate the volume of lost IC messages and associated revenue based on previously known values. This estimated IC message volume will be included along with the IC message detail provided to the IC and/or provided for Message Processing Service. In such events, the extent of the Company's liability for damages shall be limited to the granting of a corresponding credit adjustment to the IC amounts due to account for the unbillable revenue.~~
- ~~B. When the Company is notified that due to error or omission incomplete data has been provided to an IC, the Company will make every reasonable effort to locate and/or recover the data and provide new magnetic tapes to the IC at no additional charge. Such request to recover the data must be made within 30 days from the date the details were initially made available to the IC. If the data cannot be recovered, the extent of the Company's liability for damages shall be limited as set forth in A. preceding.~~

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Miami, Florida

~~E8. BILLING AND COLLECTION SERVICES⁴~~ **(DELETED)**

(D)(4)

~~E8.1 Recording Service (Cont'd)~~

~~E8.1.3 Liability of the Company (Cont'd)~~

- ~~C. In the absence of willfull misconduct, no liability for damages to the IC, or other entity or other person other than that as set forth in A. and B. preceding shall attach to the Company for its action or the conduct of its employees in providing Recording Service.~~

~~E8.1.4 Obligations of the IC~~

- ~~A. The IC shall order Recording Service under a Special Order. The IC shall order Recording Service at least one month prior to the date when the IC message detail is to be recorded.~~
- ~~B. The IC shall order provision of recorded IC message detail without sorting or name and address at least one month prior to the date when it wishes to receive the recorded message detail. However, the IC may wish to receive magnetic tapes of the recorded detail without sorting or name and address or have the recorded detail data transmitted to an IC location at some times and not at others. Therefore, a change in the provision of recorded IC message detail without sorting or name and address to the IC will be accommodated provided the IC gives two weeks advance written notification to the Company.~~
- ~~For recorded customer message detail with sorting and/or name and address information, the customer shall order the detail in accordance with the terms and conditions of the individual case basis established and filed in this Tariff to cover the provision of recorded customer message detail with sorting and/or name and address information.~~
- ~~C. The IC's terminal location shall provide such signals as may be required for the proper operation of the Company's automatic message accounting equipment used to perform the detail recordings.~~

~~E8.1.5 Payment Arrangements and Audit Provision~~

~~A. Audit Provision~~

- ~~1. Upon reasonable written notice by the IC to the Company, the IC shall have the right through its authorized representative to examine and audit, during normal business hours, and at reasonable intervals as determined by the Company, all such records and accounts as may under recognized accounting practices contain information bearing upon the recording of messages for which amounts may be payable to the IC. Adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless such statement expressly waiving such right appears in a letter signed by the authorized representative of the party having such right and delivered to the other party.~~
- ~~2. All information received or reviewed by the IC or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purpose.~~

~~B. Payments~~

- ~~1. Under no condition does payment of any charges under this Tariff provide an IC with any interest in or ownership of the recording, system or data processing programs or systems established by the Company to provide Recording Service. Such programs and systems are proprietary to the Company.~~
- ~~2. Payment regulations as set forth in E2.4 preceding apply.~~

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

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Miami, Florida

~~E8. BILLING AND COLLECTION SERVICES⁴ - (DELETED)~~

(D)(4)

~~E8.1 Recording Service (Cont'd)~~

~~E8.1.5 Payment Arrangements and Audit Provision (Cont'd)~~

~~C. Minimum Period and Minimum Monthly Charge~~

- ~~1. The minimum period for which Recording Service without sorting and name and address information is provided and for which charges apply is one month for each office within the State of Florida in which the service is ordered.~~
- ~~2. The minimum monthly charges are the charges for IC messages recorded, and when ordered by the IC, provision of IC message detail without sorting and name and address information on magnetic tapes or data files. If the service is cancelled or discontinued prior to entering the IC message detail on magnetic tapes or data files, the minimum monthly charge will be the charge for all IC messages recorded for a 30 day period. The Company will use the most recent 30 day period for which data is available to determine the minimum charge.~~
- ~~3. If Message Processing Service and/or Bill Processing Service is ordered in addition to Recording Service, only the minimum yearly charge as set forth in E8.2.1.E following for Message Processing Service or Bill Processing Service, whichever is higher, will apply.~~

~~D. Cancellation of a Special Order~~

- ~~1. An IC may cancel a Special Order for Recording Service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the IC that the Special Order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. The service date for Recording Service is the date the IC requests the recordings to start.~~
- ~~2. When an IC cancels a Special Order for Recording Service after the order date but prior to the start of service, the minimum monthly charges will apply.~~

~~E. Changes to Special Orders~~

~~When an IC requests changes to a pending Special Order for Recording Service, the pending Special Order will be cancelled and the requested changes will be undertaken if they can be accommodated by the Company under a new Special Order. All cancellation charges as set forth in D. preceding will apply for the cancelled Special Order.~~

~~E8.1.6 Rate Regulations~~

- ~~A. For each IC message recorded, the recording and the assembling and editing charges apply except when the IC orders Message Processing Service. When Message Processing Service as set forth in E8.2.1 following is ordered for Florida and for the same month that Recording Service is ordered, the assembling and editing charge does not apply per IC message.~~

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

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Miami, Florida

E8. BILLING AND COLLECTION SERVICES¹ - (DELETED)

(D)(4)

E8.1 Recording Service (Cont'd)

E8.1.6 Rate Regulations (Cont'd)

- ~~B. The per Special Order charge applies for each Special Order accepted by the Company for Recording Service.~~
- ~~C. When message detail is entered on a data file or magnetic tape for provision of message detail with or without sorting and name and address to an IC, the per tape charge applies for each data file or magnetic tape prepared, and the per record charge applies for each record processed. A record is a logical grouping of information as described in the programs that process the information and load the magnetic tapes or data file. The Company will determine the charges based on the number of data files or magnetic tapes prepared and on its count of the records processed. The number of records processed will be determined using the number of records input to or the number of records output from the programs that process the information and load the magnetic tapes or data file, whichever number of records is higher.~~

E8.1.7 Rates and Charges

A. The rates and charges on a per unit basis are listed following:

1. Recording

- (a) Per IC message
- (b) Per Special Order²

Rate	USOC
\$0.0078	BARRX
-	NA

2. Assembly and editing

- (a) Per IC message³

.0116	BARAX
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3. Provision of IC message detail,

- (a) Unsorted without name and address information, per record processed
- (b) Sorted output without name and address information, per record processed²
- (c) Unsorted output with name and address information, per record processed²
- (d) Sorted output with name and address information, per record processed²

.0116	BBL
-	NA
-	NA
-	NA

4. Provision of message detail

- (a) Per tape or data file

80.00	BBL
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5. Data transmission to an IC location

- (a) Per record transmitted²

-	DT3++
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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.

Note 2: Rates and charges based on individual cases apply.

Note 3: Not applicable when Message Processing Service, as set forth in E8.2.1 following, is provided to the IC except as set forth in E8.2.1.B.1.c. and E8.2.1.B.2.c. following.

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

E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)

E8.2 Billing Service

- ~~A. At the request of an IC, the Company with reasonable notice and reasonable effort, will provide Billing Service. (T)~~
- ~~B. The Company will provide Billing Service in its operating territory. When the IC supplies the input records, the Company will process the input records supplied by the IC as set forth in E8.2.1 following. (T)~~
- ~~C. The Company will provide Message Billing Service as set forth in E8.2.1. following. (T)~~
~~BellSouth will bill only telecommunication and information service related services pursuant to the BellSouth Billing and Collections ("B&C") Services Agreement. (N)~~
~~BellSouth maintains a list of specific services that may be billed in the BellSouth envelope on behalf of the customer. BellSouth will add, delete, and/or modify this list of specific services as appropriate. The Customer may submit for BellSouth's approval services that are not currently on the list. (N)~~
- ~~D. The Company will provide billing service for ICs who provide transmission service and/or bill and collect on behalf of Pay Per Call providers in accordance with the commission rules for Pay Per Call Services. (T)~~
- ~~E. The Company has the authority to disconnect the end user's service for nonpayment of the IC regulated charges billed to the end user by the Company. Nonpayment of Pay Per Call Services and other unregulated IC services will not result in discontinuance of local service. (T)~~
- ~~F. The Company will provide Bill Processing Service only on the condition that it purchase the accounts receivable, if any, from the IC as set forth in E8.2.3 following. (T)~~
- ~~G. Following are the specific Customer and/or Client services BellSouth will not bill: (N)~~
- ~~1. Any Customer and/or Client service(s), which may harm BellSouth's corporate image or reputation. (N)~~
 - ~~2. Any Customer and/or Client service(s) BellSouth has not pre-approved for billing. (N)~~
 - ~~3. Any Customer and/or Client service charge(s) that the end user did not order, use, or authorize Customer and/or Client to bill. BellSouth will bill all Customer and/or Client service(s) ordered by the end user, but not used. (N)~~
 - ~~4. Any Customer and/or Client service(s), which contain the following type of content, or implies or supports the following objectionable behavior: (N)~~
 - ~~Implicit or sexual conduct or any other adult type conduct; (N)~~
 - ~~Indecent, obscene, or profane language; (N)~~
 - ~~Bigotry, racism, sexism, or any other form of discrimination as defined by federal and state governments; (N)~~
 - ~~Deceptive advertising, content, or delivery of services; (N)~~
 - ~~Acts of terrorism to individuals or groups of people; and/or (N)~~
 - ~~Enticement and/or selling to minors, services which are defined by the appropriate regulatory and ruling bodies as unlawful to minors. (N)~~
 - ~~5. Non telecommunications products and services. (N)~~
 - ~~6. Services sold and/or charges generated from Box Programs, Sweepstakes, or similar services. (N)~~
 - ~~7. Calls to an 800/888/etc. Toll Free Number. (N)~~
- (M)

E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)

E8.2 Billing Service (Cont'd)

E8.2.1 Message Billing Service

(F)

Message Billing Service consists of Message Processing Service and Bill Processing Service. Message Processing Service is offered only to AT&T until it completes takeback of this service.

(M)

A. General Description

(M)(F)

1. Message Processing Service

(M)

a. Message Processing Service is the transforming of the recorded IC call details into rated messages in preparation for billing. Message Processing Service includes initial data entry and rating of messages.

(M)

b. Initial data entry is the assembly of recorded IC call details into IC messages. This function includes editing and verification of recorded details to assure that the data required for rating are present.

(M)

c. Rating of IC messages is the computing of applicable charges for each IC message based on the IC provided schedule of rates. Rating also includes the preparation of IC message detail for input to Bill Processing Service, the IC, or other entities.

(M)

d. Further, rating is always performed and editing may be performed coincident with the implementation of a change in the IC's schedule of rates.

(M)

2. Bill Processing Service

a. Bill Processing Service is the preparation of bills for message billed service and bulk billed service, mailing of statements of the amounts due for service received from the IC and the collection of deposits and monies due from the end users. Bill Processing Service includes message billed (when necessary) and bulk billed account establishment, posting of rated messages and rate elements, rendering of bills, collection of deposits, receiving payments, maintenance of accounts, treatment of accounts, message investigation, and inquiry (when ordered by the IC).

b. There are three types of Bulk Billed Services: (1) a billing service for an end user account with a Dedicated Access Line (DAL) Service to the end user premises where individual IC messages are not posted to the account and are not listed on the bill rendered to the end user, (2) a billing service for end user accounts without a DAL, where billing data is accumulated per account as incurred, (3) a billing service for end user accounts without a DAL where billing data is accumulated per account at the billing date.

c. Message billed service is a billing service for an end user account with an end user common line where individual IC messages are posted to the account and are listed on the bill rendered to the end user. Message billed service is also a billing service for an IC credit card end user account without an end user common line or Dedicated Access Line (DAL) Service where individual messages or groups of messages are posted to the account and listed on the bill rendered to the end user.

d. Account establishment is the preparation of an IC end user record so that a bill can be sent to that end user.

e. Posting of rated messages is the processing for billing of rated messages. Posting also is the examination and identification of all the rateable elements specified by the IC to be billed to an end user. Application of appropriate IC rates and charges to all such rate elements is also included when requested by the IC. The rating may be performed by the Company, another entity or the IC. Editing and rating of rate elements is performed when IC services are established or changed. Rating is always performed and editing may be performed coincident with the implementation of a change in the IC's schedule of rates.

f. Rendering of bills is the preparation and mailing of statements of the deposits and amounts due from the end user for IC message billed and bulk billed services. These statements may, at Company choice, be included with the regular monthly bill for local Exchange Service mailed to the end user.

g. Receiving payment and maintenance of accounts is the collecting of monies from end users for services furnished by the IC and maintenance of records of all transactions.

h. Treatment of accounts is the forwarding of notices of delinquent or unpaid end user accounts, posting of credits and adjustments, and when necessary as determined by the Company, denial of the IC's services and/or local Exchange Services to an end user. Where local Exchange Service access is denied, access to the IC service will also be denied.

i. Message investigation is that activity undertaken by the Company to secure, or attempt to secure, proper billing information for IC messages.

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Miami, Florida

~~E8. BILLING AND COLLECTION SERVICES⁴ - (DELETED)~~

(D)(4)

~~E8.2 Billing Service (Cont'd)~~

~~E8.2.1 Message Billing Service (Cont'd)~~

~~A. General Description (Cont'd)~~

~~2. Bill Processing Service (Cont'd)~~

- ~~j. Inquiry is the answering of end user questions about charges billed for IC services and application of credits and adjustments to end user accounts and review of IC messages removed from an end user's bill.~~
- ~~k. Marketing Messages are IC provided information that is printed on the IC's end user's bill.~~
- ~~l. Expanded inquiry is the answering of end user questions about charges billed for IC services which are above and beyond the scope of standard IC message inquiries. This would also include the application of credits and adjustments to end user accounts. Following are some of the IC services which would be included in expanded inquiry: IC promotions, volume discounts, rate calculations and verifications, 900 service, 700 service, 800 service. This list of services is not all inclusive. Other IC services could be included based upon an IC's inquiry requirements.~~

~~B. Undertaking of the Company~~

~~1. Message Processing Service~~

- ~~a. When Message Processing is ordered by an IC, the Company will process all of the IC messages it possesses in Florida as set forth in b. through l. following at the rates and charges as set forth in E8.2.1.G following will apply per message.~~
- ~~b. The Company will provide Message Processing Service only for IC messages originating or recorded within the operating territory of the Company. The IC messages which the Company will process may be IC Messages from Recording Service as set forth in E8.1 preceding or, at the direction of the IC, other IC messages which are chargeable in accordance with the rate schedule furnished by the IC.

Any sent paid coin IC messages provided as input by the IC will be processed unless the IC specifies in writing that such IC messages are not to be processed. When such IC messages are processed, the Message Processing charge will apply. When such messages are not processed, they may not be included in any IC message detail provided to the IC.~~
- ~~e. A record of IC call details is required to provide Message Processing Service. Where an IC subscribes to Recording Service as set forth in E8.1 preceding, those recorded details may be used as the input. Where the IC provides the call details, the records must be in the standard format established by the Company and delivered to the location specified by the Company. The charges as set forth in E8.2.1.G following will apply if the IC data transmits its call details to the Company. If the IC provided records must be converted by the Company to the standard format, and the Company agrees to make the conversion, program development charges as set forth in E8.2.1.G.2 following apply for the hours required to design, develop, test, and maintain the necessary programs. The Company will provide to the IC the precise details of the required standard format. If, in the course of Company business, it is necessary to change the standard format, the Company will provide notification to the involved ICs six months prior to the change.~~

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

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BY: Marshall M. Criser III, President -FL/BY: Joseph P. Laeher, President -FL
Miami, Florida

~~E8. BILLING AND COLLECTION SERVICES⁴ - (DELETED)~~

(D)(4)

~~E8.2 Billing Service (Cont'd)~~

~~E8.2.1 Message Billing Service (Cont'd)~~

~~B. Undertaking of the Company (Cont'd)~~

~~1. Message Processing Service (Cont'd)~~

~~e. (Cont'd)~~

~~If the IC requests the IC provided call details be reprocessed by the Company because of an IC error, the Company will reprocess the IC provided call details, and the appropriate charge as set forth in E8.2.1.G following will apply.~~

~~d. The Company will develop the IC's schedule of rates into a rating program. Program development charges, as set forth in E8.2.1.G.2 following, apply for the hours required to design, develop, test, and maintain the necessary programs.~~

~~e. Upon acceptance by the Company of a Special Order for Message Processing Service from an IC, the Company will determine the period of time to implement such service on an individual order basis.~~

~~f. Changes in the rate levels of IC charges to be billed will normally be implemented within 30 days after receipt of a Special Order from the IC requesting such changes. Such changes will require modifications of the rating program. Program development charges, as set forth in E8.2.1.G.2 following, apply for the hours required to design, develop, test, and maintain the necessary program changes. If any IC message detail must be reprocessed in order to apply the rate changes, the appropriate charge as set forth in E8.2.1.G. following will apply for all IC messages reprocessed.~~

~~g. Changes in the rate structure for IC services to be billed also require a change in the rating program. When the Company determines that it can accommodate the changes, the conditions and the period of time required to make such changes will be determined on an individual order basis. Program development charges as set forth in E.8.2.1.G.2 following apply for the hours required to design, develop, test, and maintain the necessary program changes. If any IC message detail must be reprocessed in order to apply the rate structure changes, the appropriate charge as set forth in E8.2.1.G. following will apply for all IC messages reprocessed.~~

~~h. Where the Company has rated IC messages which are to be billed to an end user by another Exchange Telephone Company, the Company will enter the IC messages on a magnetic tape or data file which can be used for data transmission of the details. When the IC has so arranged with an involved Exchange Telephone Company, the Company will transmit the rated IC message details to such other Exchange Telephone Company for billing to end users in its operating territories. When the IC does not have billing arrangements with an Exchange Telephone Company, rated messages for such an Exchange Telephone Company will be delivered to the IC. The charges as set forth in E8.2.1.G.3 following apply to rated IC messages that are data transmitted to the other Exchange Telephone Companies. The charges as set forth in E8.2.1.G.4 following apply to rated IC messages that are delivered to the IC. When the IC message details are data transmitted to the IC location, the data transmission charges will be determined on an individual case basis. Program development charges as set forth in E.8.2.1.G.2 following apply for the hours required to design, develop, test and maintain the necessary programs.~~

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

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~~E8. BILLING AND COLLECTION SERVICES⁴ - (DELETED)~~

(D)(4)

~~E8.2 Billing Service (Cont'd)~~

~~E8.2.1 Message Billing Service (Cont'd)~~

~~B. Undertaking of the Company (Cont'd)~~

~~1. Message Processing Service (Cont'd)~~

~~i. Where the rates for IC services have been implemented under an accounting order pending final approval from a regulatory agency, the Company will upon written request from the IC, keep such records as may be required to make any adjustments to the end users as may be ordered by the regulatory agency. The charges for such a service will be determined on an individual case basis.~~

~~j. The Company will, upon request, provide the IC the rated IC message detail.~~

~~The rated IC message detail will be provided on a request by request basis in a format similar to that used by the Company as input to Bill Processing Service. All rated IC message detail available to the Company will be provided to the IC. The rated IC message detail will not be sorted to furnish detail by specific end users, groups of end users, by office or by location.~~

~~The Company will provide the IC detail on a magnetic tape. The magnetic tapes will be provided without the return of previously supplied tapes. The Company will supply the magnetic tapes. Program development charges, as set forth in E8.2.1.G.2 following, apply for the hours required to design, develop, test and maintain the necessary programs. When a magnetic tape is provided, the charges as set forth in E8.2.1.G.4 following also apply.~~

~~Unless specified otherwise by the IC, the magnetic tapes will be sent to the IC using first class U.S. Mail service. However, the IC may pick up the magnetic tapes at a location designated by the Company or request the information on the magnetic tapes be data transmitted to the IC. When the information is data transmitted to an IC location, the data transmission charges will be determined on an individual case basis.~~

~~k. If the IC makes a request within 30 days of the date the IC details were initially made available to the IC, the Company will make every reasonable effort to recover the IC detail and make it available again to the IC. The charges as set forth in E8.2.1.G.4 will apply for all such IC detail provided. When the IC details are data transmitted to an IC location, the data transmission charges will be determined on an individual case basis.~~

~~l. IC messages which the Company processes that cannot be rated in accordance with the IC rate schedule will be reviewed by Company message investigation groups. Upon completion of the review, rated IC messages will be delivered to the IC when the IC orders such service or to Bill Processing Service when the IC orders such service. Unrated messages will be handled in accordance with instructions that have been mutually determined by the Company and the IC. At the request of the IC, the unrated IC messages will be reviewed for unauthorized use of the IC service by Company message investigation groups for a period of up to 90 days after the IC message was processed. The appropriate charges, as set forth in E8.2.1.G.4 or E8.2.1.G.6 following, will apply.~~

~~2. Bill Processing 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.~~

E8. BILLING AND COLLECTION SERVICES (DELETED)

(T)

E8.2 Billing Service (Cont'd)

E8.2.1 Message Billing Service (Cont'd)

B. Undertaking of the Company (Cont'd)

2. Bill Processing Service (Cont'd)

- a. ~~When Bill Processing Service is ordered by an IC, the Company will establish and maintain end user accounts and prepare and render bills for all IC messages, bulk billed messages and related rate elements it possesses for Florida as set forth in b. through l. following. The Bill Processing Service charge as set forth in E8.2.1.G.6 following will apply per message. The Company will not establish an end user account with any IC balance due.~~

~~In addition, the Company will, in accordance with Company deposit regulations, determine and collect a deposit from the end user for the IC service. The Company will, when necessary in accordance with the Company deposit regulations, determine and collect the service deposit when an end user account is established or for established accounts when the first IC message is posted to the end user account.~~

~~The Company will, when necessary in accordance with Company deposit regulations, maintain a service deposit balance for each end user account. Service deposits will not be maintained by individual IC accounts but will be maintained for the end user account in general. The Company will provide the IC a copy of its service deposit regulations upon request from the IC.~~

- b. ~~The Company will provide Bill Processing Service for message billed service, bulk billed service and related rate elements which are posted to end user accounts located within the operating territory of the Company only.~~
- e. ~~Rated IC messages are required to provide Bill Processing Service. If the IC subscribes to Message Processing Service as set forth in E8.2.1.B.1 preceding, the rated IC messages may be used as the input. If the IC provides the rated IC messages, those IC messages must be in the standard format established by the Company and delivered to the location specified by the Company. The charges as set forth in E8.2.1.G.11 following apply if the IC data transmits its rated message data to the Company.~~

~~Such IC provided rated message data must identify the end user account to be billed. If the IC provided rated messages must be converted by the Company to the standard format, and the Company agrees to make the conversion, program development charges as set forth in E8.2.1.G.2 following apply for the hours required to design, develop, test and maintain the necessary programs. The Company will provide to the IC the precise details of the required format. If, in the course of Company business, it is necessary to change the format, the Company will notify the involved ICs six months prior to the change.~~

~~If the IC requests the IC provided rated IC messages be reprocessed by the Company because of an IC error, the Company will reprocess the IC provided rated IC messages and the appropriate charge as set forth in E8.2.1.G following will apply.~~

- d. ~~For end user accounts in its operating territory, where the IC has ordered Bill Processing Service, the Company will bill ~~the~~ rated IC messages provided by the IC. The bill format will be determined by the Company.~~

(E)

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Miami, Florida

E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)(4)

E8.2 Billing Service (Cont'd)

E8.2.1 Message Billing Service (Cont'd)

B. Undertaking of the Company (Cont'd)

2. Bill Processing Service (Cont'd)

- e. Upon acceptance by the Company of a Special Order for Bill Processing Service from an IC, the Company will determine the conditions and the period of time to implement such service on an individual order basis. Program development charges, as set forth in E8.2.1.G.2 following, apply for the hours required to design, develop, test and maintain the necessary programs including any programs to rate, change the rates of or change the rate structure of any rate elements associated with the IC services.
- f. The Company will provide Bill Processing Service only on the condition that it purchase the accounts receivable from the IC as set forth in E8.2.3 following.
- g. The Company will, at the option of the IC, provide message billed Bill Processing Service with or without inquiry and bulk billed Bill Processing Service with or without inquiry. The Company will not become involved in disputes between an IC and its end users. Consequently, utilizing Company guidelines previously established for the collection process for its own accounts, the Company may remove a disputed IC's charge from an end user's bill and deduct that amount from the IC's accounts receivable. It will be the IC's responsibility to pursue the collection of that amount.

When the Company provides inquiry or expanded inquiry, the Company will be responsible for contacts and arrangements with the IC's end users concerning the billing, collecting, crediting and adjusting of the IC service charges, except prior IC balances due from end users, in accordance with written instructions mutually agreed upon by the IC and the Company. At the request of the IC when the IC has ordered inquiry, the billed IC messages which are removed from an end user's bill in accordance with IC inquiry instructions, will be reviewed for unauthorized use of IC service by Company message investigation groups for a period of up to 90 days after the billed IC message has been removed from an end user's bill. For any billed IC messages removed from an end user's bill in accordance with IC inquiry instructions, the Company will make appropriate adjustments to the IC's accounts receivable.

When the Company provides Bill Processing Service without inquiry, all contacts from IC end users concerning the IC billed amounts will be referred to the IC, and the Company will only be responsible for contacts with IC's end users concerning the collection of IC service deposits and charges, except prior IC balances due from end users. The IC will notify the Company when there is a dispute with an end user's account. *Pending resolution, or if resolution is not reached, the Company may remove an IC's disputed charges from an end user's bill and deduct that amount from the IC's accounts receivable.* The IC will indemnify and hold harmless the Company for damages arising in any manner in which the IC fails to properly notify the Company concerning the existence of a dispute. Inquiry will only be provided when the IC has ordered Bill Processing Service for the Florida operating area.

- h. When the Company does not provide Inquiry but does provide Bill Processing Service, the Company will at the request of the IC provide Investigation of Bill Charges at the rate as set forth in E8.2.1.G.6 following. Investigation of Bill Charges includes provision of information about the charges and deposits where IC information can be obtained (i.e., the Company will not have CNA information for called parties outside the state operating territory), whether the service is properly installed and operating, and the amount of unpaid and/or unbilled toll.

(C)

E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)(4)

E8.2 Billing Service (Cont'd)

E8.2.1 Message Billing Service (Cont'd)

B. Undertaking of the Company (Cont'd)

2. Bill Processing Service (Cont'd)

h. (Cont'd)

It also includes processing the request for an additional copy of a bill and providing the address to which the bill was sent. It does not include the name and address of the called party (CNA) and/or a non-billed calling party. It also does not include activities or responses on charges removed from bills at the IC's request.

Adjustments to an end user's account will be made at the IC's request and the charges as set forth in E8.2.1.G.7 following will apply.

- i. ~~When the Company provides Bill Processing Service and does not provide Inquiry, the Company will at the option of the IC provide Message Investigation at the rate as set forth in E8.2.1.G.6 following.~~

~~Message Investigation includes the review of IC messages and is performed to identify suspected unauthorized use of IC service or to determine proper billing. IC messages removed from an end user's bill will be reviewed for a period of up to 90 days.~~

- j. ~~The Company will accept IC gift certificates for payment from end users if the IC agrees in writing to redeem all such gift certificates. The format of the gift certificate must be acceptable to the Company.~~

- k. ~~Rated IC messages input to Bill Processing Service which the Company cannot bill for any reason, will be reviewed by the Company's message investigation groups. Upon completion of the review, the billable messages will be posted and the appropriate charge as set forth in E8.2.1.G following will apply. Unbillable messages will be handled in accordance with instructions that have been mutually determined by the Company and the IC.~~

~~At the request of the IC, the rated IC messages which cannot be billed to an end user will be reviewed for unauthorized use of IC service by Company message investigation groups for a period of up to 90 days after the rated IC message was processed.~~

- l. ~~The Company will post rated IC messages to the appropriate end user account when it identifies an IC message to be billed to an end user. The Company will bill to an end user other IC message billed service charges, such as blocking of third number billing, time and rate charges, and subscription charges when it receives an order for such services from an IC.~~

~~The Company will make adjustments to end user balances due, to account for application of credits authorized by IC inquiry instructions and IC furnished statements.~~

- m. ~~The Company will establish an end user account for IC bulk billed service when it receives an order from an IC to perform such activity for a specific end user and will bill IC bulk billed charges to the end user. The Company will bill other IC bulk billed rate elements, such as provision of a bulk billed service access line, installation of an access line and provision of an access line extension, when it receives a Special Order for such services from an IC. Other IC message related charges for bulk billed service, such as directory assistance and 900 charges, will be billed to the end user based on IC message data received from Message Processing Service or from the IC.~~

(C)

E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)

E8.2 Billing Service (Cont'd)

E8.2.1 Message Billing Service (Cont'd)

B. Undertaking of the Company (Cont'd)

2. Bill Processing Service (Cont'd)

m. (Cont'd)

The Company will make adjustments to end user balances due, to account for application of credits authorized by IC inquiry instructions and IC furnished statements.

n. Where the rates for IC services have been implemented under an accounting order pending final approval from a regulatory agency, the Company will, upon written request from the IC, keep such records as may be required to make any adjustments to the end users as may be ordered by the regulatory agency. The charges for such a service will be determined on an individual case basis.

o. The Company will impose a Late Payment Charge on an end user's balance due (which may include charges for the IC's service) where allowed by the appropriate Regulatory Authority.

p. At the IC's request and when the IC has ordered Bill Processing Service, the Company will print an IC provided Marketing Message on an end user's bill at the rates set forth in G.11 following. The Company shall not be required to print for the IC any Marketing Message which in any manner, either directly or indirectly, by name or otherwise, refers to the Company. The Company shall not be required to print any Marketing Message which, in its opinion, would be confusing to its end users or would result in liability of any kind to any person or entity for the Company. The Company liability for Marketing Messages is as set forth in E8.2.1.C.5. Specifications for the Marketing Message will be provided to the IC by the Company. The Company shall have the right to review and approve Marketing Messages prior to enclosing.

q. When a clearinghouse agent acts as the agent for certified ICs or PSPs with respect to the provision of billing and collection for telecommunication services, the name of the certified IC or PSP which transported the call (as provided to the Company by the clearinghouse agent) must appear on the end user's bill, in addition to that of the clearinghouse agent.

(E)

3. Message Billing Service Ordering

a. The Company will provide Message Billing Services under a Special Order. For all Message Billing Service, other than establishment of or changes to end user account data, establishment of or changes to end user account rate elements and changes to end user balances due, the Message Billing Service Special Order charge will be determined on an individual case basis. The format of this Special Order will be specified by the Company.

b. The Company will arrange with the IC to accept under a Special Order end user account information to establish and change end user account data, establish and change end user account rate elements and change end user balances due. The methods, procedures and manner in which the end user account data and changes are forwarded to the Company must be agreeable to the Company. The charges to handle such Special Orders will be determined on an individual case basis.

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EFFECTIVE: December 4, 1996

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Miami, Florida

E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)

E8.2 Billing Service (Cont'd)

E8.2.1 Message Billing Service (Cont'd)

C. Liability of the Company

(F)

Notwithstanding E2.1.3 preceding, the Company liability for Message Billing Service is as follows:

1. If Bill Processing Service detail is not available because the Company lost or damaged records or incurred processing system outages, the Company will attempt to recover the lost IC detail. If the lost IC detail cannot be recovered, and the Company recorded the details, the IC detail and the extent of the Company's liability for damages will be as set forth in E8.1.3.A preceding. If the lost IC detail cannot be recovered and the IC provided the detail, the IC will be requested to resupply the detail. If the IC cannot resupply the detail, the detail and the extent of the Company's liability for damages will be as set forth in E8.1.3.A preceding. This recovered detail will be included in message detail provided to the IC when the IC orders such service and any recovered IC messages will be billed.
2. When the Company is notified that due to its error or omission, incomplete IC detail has been provided as set forth in E8.2.1.B.1.j preceding to an IC, the Company will make every reasonable effort to recover and provide the IC detail to the IC at no additional charge. Such request to recover the IC details must be made within 30 days from the date the IC detail was initially made available to the IC. If the detail cannot be recovered, the extent of the Company's liability for damages shall be limited as set forth in E8.1.3.A preceding.
3. If the Company finds an error or is notified of an error in billing to an end user, it will make a reasonable effort to correct the error and bill the appropriate end user accordingly within the limits permitted by the laws of Florida. If the error is caused by the Company and the Company cannot timely bill the proper end user, the extent of the Company's liability for damages will be the known amount misbilled or when the amount misbilled is unknown as set forth in E8.1.3.A preceding.
4. In the absence of willful misconduct, no liability for damages to the IC, or other entity or other person other than that as set forth in 1., 2., and 3. preceding shall attach to the Company for its action or the conduct of its employees in providing Message Billing Service.
5. The Company's liability to the IC for any errors or omissions in printing or distributing Marketing Messages shall be limited either to reprinting and distributing at no additional charge to the IC a correct copy of the Marketing Message in the Company's next billing cycle, or to granting of a corresponding credit adjustment to the IC for amounts billed for the affected Marketing Message.

D. Obligations of the IC

1. The IC shall order Message Billing Services under a Special Order for the State of Florida where service is desired. The IC shall be responsible for all balances due from end users that exist prior to ordering Bill Processing Service.

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E8. BILLING AND COLLECTION SERVICES (DELETED)

(T)

E8.2 Billing Service (Cont'd)

E8.2.1 Message Billing Service (Cont'd)

D. Obligations of the IC (Cont'd)

1. (Cont'd)

The IC shall not order inquiry, expanded inquiry and/or investigation of bill charges unless it also has ordered Bill Processing service for the Florida operating area. The IC shall notify the Company in writing if any service is to be discontinued.

(C)

2. (DELETED)

(D)

3. The IC shall furnish all information necessary for the Company to provide the Message Billing Service, including any per month service charges applicable to an end user. When IC messages are to be billed by an entity other than the Company, the IC shall furnish written instructions as to how the rated IC messages are to be provided to that other entity. If the IC does not furnish complete instructions, all resulting unbillable messages will be delivered to the IC. The information shall be furnished by the IC in a timely manner.

The procedures utilized *and* the application of Federal, State or Local Sales, use, excise, gross receipts or other taxes or tax like fees to be imposed on an IC's charge applicable to its end user shall be *performed by the Company if* mutually agreed to by the Company and the IC. When the IC is required to provide the Company with notification of tax changes or new taxes applicable to service provided by the IC or with any direction, information, or advice concerning performance of any tax related service, the IC will indemnify the Company and hold it harmless from and against liability or loss of whatever kind which may result from the IC's failure to comply with such requirements.

(T)

The Company will indemnify the IC for tax assessments, penalties, and surcharges due to delay in implementing a tax change, loss of a tax exemption certificate or erroneous grant of exempt status when the IC has challenged exempt status when results from gross negligence or willful misconduct of the Company.

E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)

E8.2 Billing Service (Cont'd)

E8.2.1 Message Billing Service (Cont'd)

D. Obligations of the IC (Cont'd)

4. ~~The IC shall furnish, to the Company, a written schedule of its rates and charges in sufficient time to allow the Company to establish a rating program. The IC's rate structure must be consistent with established Company rating methodologies. The interval required to establish a rating program must be mutually agreeable to the Company and the IC.~~

5. ~~The IC shall be responsible for all its end user contacts and arrangements, including prior IC balances due from end users, concerning the provision and maintenance of the IC's service.~~

6. ~~When the IC orders Bill Processing Service with inquiry, the IC shall furnish to the Company written instructions, which are agreeable to the Company, for the handling of IC end user questions about bills.~~

~~When the IC orders Bill Processing Service without inquiry, the IC shall furnish the Company with written instructions as to where inquiries are to be referred. Also, the IC shall be responsible for notifying the Company when there is a disputed charge on an end users account.~~

~~When the IC does not order Inquiry Service and desires credit adjustments be made to the end user balance due, the IC shall furnish a statement for each end user account where the credit is desired. These statements shall show the IC message, the date the IC message was billed and the amount of the credit. These statements shall be furnished to the Company under a Special Order as set forth in E8.2.1.B.3 preceding. The IC shall notify its end users through its tariff or other appropriate means when the IC handles the bill inquiries. The IC shall furnish the Company all end user bill adjustment statements in writing.~~

~~The Company shall have the final authority to make adjustments or deny service for disputed charges on an end users account.~~

7. ~~When a clearinghouse agent orders inquiry service, the clearinghouse agent must provide the Company with the telephone number of the IC or PSP so that the end user may directly contact the IC or PSP if that end user is not satisfied with the response of the Company, provided, however, that if the clearinghouse agent will provide the IC's or PSP's number upon request of the end user, the inquiry will be routed by the Company to the clearinghouse agent for handling.~~

(C)

~~When the clearinghouse agent does not order inquiry service from the Company, the telephone number of the IC or PSP must be stated on the end user's bill to enable the end user to directly contact the IC or PSP, provided, however, that if the clearinghouse agent will provide the telephone number of the IC or PSP upon request of the end user, the telephone number of the clearinghouse agent may appear on the bill instead of that of the IC or PSP.~~

(C)

8. ~~The IC will immediately redeem all IC gift certificates the Company receives in payment for end user charges. The IC agrees to use a gift certificate format that is agreeable to the Company.~~

E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)

E8.2 Billing Service (Cont'd)

E8.2.1 Message Billing Service (Cont'd)

D. Obligations of the IC (Cont'd)

9. ~~The IC agrees to permit the Company in accordance with Company regulations, to determine and collect IC service deposits from all end users of the IC's services for which the Company provides billing for the IC. The IC will notify its end users through its tariffs or other means that the Company will, when necessary in accordance with Company deposit regulations, determine and collect IC service deposits. The IC will also include in its tariff and service arrangements and, if required obtain regulatory concurrence for, the Company deposit regulations that the Company will use to determine and collect end user service deposits.~~
10. ~~When the IC furnishes recorded IC detail for Message Processing Service and/or rated IC message detail for Bill Processing Service, it shall be responsible to deliver the detail to the location specified by the Company and it shall retain a copy of the detail furnished for at least 90 days.~~
11. ~~It is the Company's practice to bill messages on a current basis. Therefore, the IC will not furnish any messages and/or charges for input to Message Processing Service and/or Bill Processing Service which are older than six months (i.e., date the call was placed or charge incurred by the end user).~~
12. ~~When the IC requests Marketing Messages, the IC shall be responsible for delivering the Marketing Message information in the form in which it will be printed to the location specified by the Company.~~
13. ~~A clearinghouse agent may act as a clearinghouse agent for certificated ICs or PSPs with respect to the provision of billing and collection for telecommunications services provided the following conditions are complied with:~~
 - a. ~~Prior to the provision of intrastate billing and collection service by the Company to a clearinghouse agent, the clearinghouse agent must provide to the Company the name, address, telephone number, and contact person for each IC or PSP on whose behalf the clearinghouse agent is receiving billing and collection services.~~ (C)
 - b. ~~Prior to the provision of intrastate billing and collection service by the Company to a clearinghouse agent, the clearinghouse agent must provide to the Company a copy of the intrastate certification for each IC or PSP on whose behalf the clearinghouse agent is receiving billing and collection service.~~ (C)
 - c. ~~Prior to the provision of intrastate billing and collection services by the Company to a clearinghouse agent, the clearinghouse agent must provide to the Company a copy of its agency agreement with each IC or PSP on whose behalf the clearinghouse agent is receiving billing and collection services.~~ (C)
 - d. ~~Each message sent to the Company by the clearinghouse agent must be identified by the appropriate IC's or PSP's Identification Code, additionally, the clearinghouse agent must supply its own identifying Identification Code.~~ (C)
 - e. ~~In the event that a clearinghouse agent ceases to provide intrastate billing and collection services to an IC or PSP, the clearinghouse agent must inform the Company immediately.~~ (C)

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ISSUED: September 23, 1996

EFFECTIVE: October 29, 2008

EFFECTIVE: September 30, 1996

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

E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)(7)

E8.2 Billing Service (Cont'd)

E8.2.1 Message Billing Service (Cont'd)

D. Obligations of the IC (Cont'd)

14. The IC shall furnish all information necessary for the Company to provide expanded inquiry. This would include a detailed product/service description, schedule of rates and charges, any per month service charges applicable to an end user, limitations and/or restrictions of the service and any additional information needed to adequately handle end user contacts. The IC and the Company will develop mutually agreeable written instructions for the handling of end user questions about bills and adjustment guidelines. The interval required to develop the written instructions before implementation of the service must be mutually agreeable to the Company and the IC.

E. Payment Arrangements and Audit Provision

1. Audit Provision

Upon written notice by the IC to the Company, the IC shall have the right through its authorized representative to examine and audit, during normal business hours and at reasonable intervals determined by the Company, all such records and accounts as may under recognized accounting practices contain information bearing upon the amount payable to the IC. Adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless such statement expressly waiving such right appears in a letter signed by the authorized representative of the party having such right and delivered to the other party.

Any information received or reviewed by the IC or its authorized representative during the audit is to be considered confidential and not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purpose.

2. Payments

Payment for Message Billing Service, when Bill Processing Service and/or Private Line Billing Service is provided by the Company to the IC, will be included in the netting of accounts receivable as set forth in E8.2.3 following.

Under no condition does payment of any charges under this Tariff provide an IC with any interest in or ownership of the recording systems or data processing programs or systems established by the Company to provide Message Billing Service. Such programs and systems are proprietary to the Company.

All other payment regulations as set forth in E2.4 preceding apply.

3. Discontinuance of Service

If the service is discontinued prior to the end of the two year period, ***the IC will be responsible for all nonrecoverable cost and expenses incurred by the Company.***

4. (DELETED)

(C)

(C)

(D)

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

ACCESS SERVICES TARIFF

Third Revised Page 23~~Second Revised Page 23~~
~~Cancels Second Revised Page 23~~~~Cancels First Revised Page 23~~

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BY: Marshall M. Criser III, President -FL~~BY: Joseph P. Lacher, President -FL~~
Miami, Florida

E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)

E8.2 Billing Service (Cont'd)

E8.2.1 Message Billing Service (Cont'd)

E. Payment Arrangements and Audit Provision (Cont'd)

(F)

E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)

E8.2 Billing Service (Cont'd)

E8.2.1 Message Billing Service (Cont'd)

E. Payment Arrangements and Audit Provision (Cont'd)

4. Cancellation of a Special Order

(F)

~~An IC may cancel a Special Order for Message Billing Service on any date prior to the Service date. The cancellation date is the date the Company receives written or verbal notice from the IC that the Special Order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. The service date for Message Billing Service is the date the IC and the Company mutually agree the service is to start.~~

~~When an IC cancels a Special Order for Message Billing Service after the order date, but prior to the start of service, a charge equal to the Special Order charges, program development costs and any nonrecoverable capital costs incurred by the Company will apply to the IC.~~

5. Changes to Special Orders

(F)

~~When an IC requests changes to a pending Special Order for Message Billing Service, such changes will be undertaken if they can be accommodated by the Company. A charge equal to any costs incurred by the Company because of the change will apply.~~

6. Nonrecoverable Costs and Expenses

(F)

~~When a clearinghouse agent acts as agent for certified ICs or PSPs in the provision of billing and collection for telecommunication services, any nonrecoverable capital costs and expenses incurred by the Company will be provided under an Individual Case Basis arrangement.~~

(E)

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BY: Marshall M. Criser III, President -FL
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E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)(F)

E8.2 Billing Service (Cont'd)

E8.2.1 Message Billing Service (Cont'd)

F. Rate Regulations

1. (DELETED)

(D)

2. When message detail is data transmitted to or received from an Exchange Telephone Company location by the Company, a charge as set forth in G.3. following, on a per record basis will apply. A record is a logical grouping of information as described in the program that processes the information and loads the magnetic tape or data file used to supply the message detail which is data transmitted. The Company will determine this charge based on its count of the records transmitted.

3. When message detail is data transmitted to or received from an IC location by the Company, a charge as set forth in G.5 and/or G.9 following, on a per record basis will apply. A record is a logical grouping of information as described in the program that processes the information and loads the magnetic tape or data file used to supply the message detail which is data transmitted. The Company will determine this charge based on its count of the records transmitted and/or received.

4. The Message Billing Service Special Order charge applies for each Special Order for Message Processing Service and/or Bill Processing Service, other than establishment of or changes to end user account data, establishment of or changes to end user account rate elements and changes to end user balances due, accepted by the Company.

The End User account activity charges apply whenever an IC Special Order requests end user account data be established or changed, nonrecurring or recurring IC rate element be added or changed in an end user account and/or an end user balance due be changed.

An end user account is a record for message billing service or a bulk billing service which has a unique name and address and billing identification number, assigned by the Company, to which a bill is rendered.

The end user account activity Special Order charge always applies and the end user account establishment and change charge, end user account rate element rate level change charge or the end user account rate element rate structure change charge may apply depending on the activity ordered by the IC as set forth in a., b., c. and d. following.

a. The end user account activity Special Order charge applies whenever the IC furnishes to the Company end user account information that establishes or changes the information, rates or balance due associated with an end user account.

b. The end user account establishment and change charge applies whenever IC furnished information is used by the Company to establish or change end user account data or rate elements, or balances due, except for information to change end user account rate element rate levels or rate structure. End user account rate element rate level and rate structure change charges are applied as set forth in c. and d. following.

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Miami, Florida

~~E8. BILLING AND COLLECTION SERVICES⁴ (DELETED)~~

(D)(4)

~~E8.2 Billing Service (Cont'd)~~

~~E8.2.1 Message Billing Service (Cont'd)~~

~~F. Rate Regulations (Cont'd)~~

~~4. (Cont'd)~~

~~b. (Cont'd)~~

~~In addition, the end user account establishment and change charge does not apply when rated IC messages are posted to a message billed account associated with an end user common line.~~

~~The end user account establishment and change charge does apply when the Company, at the request of an IC, establishes or changes a message billed account with a credit card but without an associated end user common line. The end user account establishment and change charge applies for each account established, rate element established, account changed, rate element changed and balance due changed.~~

- ~~e. The end user account rate element rate level change charge applies whenever IC furnished information is used by the Company to change an end user account rate element rate level. The charge applies for each end user account rate element rate level changed.~~
- ~~d. The end user account rate element rate structure change charge applies whenever IC furnished information is used by the Company to change an end user account rate element rate structure. The charges to make the end user account rate element rate structure changes will be determined on an individual case basis.~~
- ~~5. When message detail is entered on a data file or magnetic tape to be provided to an IC, the per tape charge applies for each data file or tape prepared and the per record charge applies for each record processed. A record is a logical grouping of information as described in the programs that process the information and load the magnetic tapes or data file. The Company will determine the charges based on the number of data files or tapes prepared and on its count of the records processed. The number of records processed will be determined using the number of records input to or the number of records output from the programs that process the information and load the magnetic tapes or data file, whichever number of records is higher.~~
- ~~6. The basic per hour rate and the premium per hour rate for program development is for the use of one hour of one Company programmer's time.~~
- ~~7. The Company will keep a count of the hours and fraction thereof used by the Company personnel to provide program development and will bill the IC in accordance with these records. The hours for each service ordered will be summed and then rounded to the nearest hour, except that when the total is less than one hour, one hour will be used to determine the charges.~~
- ~~8. The Bill Processing Service Rate as set forth in E8.2.G.6 includes the charges for rendering the bill to the end user.~~
- ~~9. The charges for Marketing Messages are as set forth in E8.2.1.G.11 following. Program Development charges as set forth in E8.2.1.G.2 following apply for the hours required to design, develop, test and maintain the necessary program for Marketing Messages.~~

~~If the IC desires the Marketing Message to be printed on the bill of end users who have previously used the IC's services but have no current charges for that IC's services, the following conditions and charges will apply in addition to those as set forth in G.11 following:~~

- ~~a. The IC must subscribe to Billing Information 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.~~

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BY: Marshall M. Criser III, President -FL
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E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)(F)

E8.2 Billing Service (Cont'd)

E8.2.1 Message Billing Service (Cont'd)

F. Rate Regulations (Cont'd)

9. (Cont'd)

b. The IC must order Marking and Maintenance of Mark.

10. The rates for Expanded Inquiry apply per message for the messages covered by the Expanded Inquiry purchase (i.e., if Expanded Inquiry is purchased for 900 Service only, the charge will apply per 900 message billed). This rate is always applied in addition to the basic Inquiry rate.

11. The rate for Message Billed Service applies when one or more messages or message service related rate elements are billed, per bill rendered for an IC end user account. (N)

12. The rate for Bulk Billed Service applies when a charge associated with a bulk billed service is billed, per bill rendered for an IC end user account. (N)

13. The rate for Mixed Jurisdiction Billing applies when both interstate and intrastate IC messages are billed by the Company to the end user on the same bill for the IC. (N)

G. Rates and Charges

The rates and charges on a per unit basis are:

1. Message Processing Service

(a) Per message

Rate	USOC
\$.0093	BABMX

2. Program Development Charge

(a) Basic, per hour or fraction thereof⁴

215.00	PRD
--------	-----

(4)(F)

(b) Premium, per hour or fraction thereof²

235.00	PRD
--------	-----

(4)(F)

3. Data transmission of rated IC message details between other Exchange Company locations

(a) Per record transmitted

.009	DRH
------	-----

(4)

(b) Per record received

.009	DRH
------	-----

(4)

4. Provision of rated IC message details

(a) Per record processed

.0116	BBL
-------	-----

(b) Per tape or data file

80.00	BBL
-------	-----

5. Data transmission to an IC location of rated IC message detail

(a) Per record transmitted³

-	DT5++
---	-------

(F)

6. Bill Processing Service

(a) Per message without inquiry

.10	BABBX
-----	-------

(4)

(b) Per message with inquiry

.14	BABQX
-----	-------

(4)

(c) Message Billed Expanded Inquiry, per message³

-	NA
---	----

(F)

Note 1: Applicable to work performed within the Company's normal work schedule and using the normal work force. (F)

Note 2: Applicable to work performed outside the Company's normal work schedule and/or which requires additions to the work force. (F)

Note 3: Rates and charges based on individual cases will apply. (F)

E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)

E8.2 Billing Service (Cont'd)

E8.2.1 Message Billing Service (Cont'd)

G. Rates and Charges (Cont'd)

6. (Cont'd)

	Rate	USOC	
(d) Message Billed Investigation of Bill Charges, per message	\$.0032	NA	
(e) Bulk billed message without inquiry	.0064	BABUX	
(f) Bulk billed message with inquiry	.0096	BABYX	
(g) Bulk Billed Investigation of Bill Charges, per message	.0008	NA	
(h) Message Billed or Bulk Billed Message Investigation, per account	28.00	NA	
7. End User Account Activity			
a. Special Order charge to receive end user account data			
(1) Per Special Order			
(a) Each ⁺	-	EUO++	
b. End user account establishment and change, except rate element rate level changes and rate structure changes			
(1) Per end user account established or changed, per recurring or nonrecurring rate element established or changed and end user balance due changed			
(a) Each	.20	NA	
c. End user account rate element rate level change charge			
(1) Per rate element changed			
(a) Each	.20	NA	
d. End user account rate element rate structure change charge			
(1) Per rate element changed			
(a) Each ⁺	-	EUM++	
8. Data transmission from an IC location of Message Billing Service detail or information			
(a) Per record received ⁺	-	DT4++	
9. Message Billing Service Special Order Charge			
(a) Per Special Order ⁺	-	SOA++	
10. Retention of Records under accounting orders			
(a) Per order per month ⁺	-	BAQ++	
11. Marketing Message			(M)
(a) Per message, per bill	.02	NA	(M)
12. Message Billed Service			(N)
(a) When one or more messages or message service related rate elements are billed, per bill rendered for an IC end user account	.82	NA	(N)
13. Bulk Billed Service			(N)
(a) When a charge associated with a bulk billed service is billed, per bill rendered for an IC end user account	.82	NA	(N)
14. Mixed Jurisdiction Billing			(N)
(a) When both interstate and intrastate IC messages are billed by the Company to the end user on the same bill for the IC	.82	NA	(N)

Note 1: Rates and charges based on individual cases will apply.

Material appearing on this page previously appeared on page(s) 29 of this section.

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

E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)

E8.2 Billing Service (Cont'd)

(M)

E8.2.2 Reserved For Future Use

E8.2.3 Purchase of Accounts Receivable

~~A. The Company will purchase from the IC its accounts receivable that arise from bills rendered by the Company to that IC's end users as described in 1. through 3. following.~~

~~When an IC does not subscribe to Message Processing Service but does subscribe to Bill Processing Service the Company may purchase accounts receivable for an IC who provides the Company with files of rated messages as described in 5. through 6. following.~~

~~The purchase of accounts receivable will be limited to amounts due the IC when the Company provides Bill Processing Service for that IC. After an IC orders Bill Processing Service and the Company is purchasing the IC's accounts receivable, the IC is prohibited from assigning, transferring, selling, exchanging or giving these accounts receivable to any other entity or person. The IC will provide a written assurance to the Company as to such forbearance and any such assignment, transfer, sale, exchange or gift is null and void and will subject the IC to all liabilities, expenses, costs including attorney fees expended and incurred by the Company in pursuing exclusive ownership to the accounts receivable.~~

~~The Company's purchase of an IC's accounts receivable shall be with recourse adjustments as set forth in 2. following to account for amounts due the IC that the Company is unable to collect from the end users which use the IC's services. The amounts due the IC for the purchase of its accounts receivable will be determined as follows:~~

~~1. Total Current Amount Billed~~

~~The Company for each end user bill day (i.e., the billing date on a bill for an end user of an IC's service) will determine from its records the total current amount lawfully billed to the IC's end users for IC services, including all taxes applicable to such services. A total current amount billed will be determined for each IC for each end user bill day.~~

~~2. Recourse Adjustments~~

~~For each bill day, the Company will make recourse adjustments to the total current amount billed as follows:~~

~~a. End User Adjustments~~

Material previously appearing on this page now appears on page(s) 28 of this section.

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

~~E8. BILLING AND COLLECTION SERVICES⁴ - (DELETED)~~

(D)(4)

~~E8.2 Billing Service (Cont'd)~~

~~E8.2.3 Purchase of Accounts Receivable (Cont'd)~~

~~A. The Company will purchase from the IC its accounts receivable that arise from bills rendered by the Company to that IC's end users as described in 1. through 3. following. (Cont'd)~~

~~2. Recourse Adjustments (Cont'd)~~

~~a. End User Adjustments (Cont'd)~~

~~For each bill day, the Company will subtract from the total current amount billed the lawfully billed amounts which the Company removes from end users balances due in accordance with IC inquiry instructions and any adjustments made for disputed charges not settled by the IC with the end user. In addition, for each bill day, the Company will subtract from the total current amount billed an amount that equals the face value of any IC gift certificates (or its predecessor Company's gift certificates) the Company has in its possession. The IC gift certificates the Company possesses will be returned to the IC.~~

~~b. Company and IC Adjustments~~

~~For each bill day, the Company will subtract from the total current amount billed bill amounts for end user bills which the Company delivers to the IC in accordance with E8.2.1.B.2.i. preceding. In addition, for each bill day, the Company may make adjustments to the total current amount billed to account for amounts on statements received from the IC for additions or subtractions to an end user balance due for services billed in prior periods.~~

~~Also, each bill day, the Company may make adjustments to the total current amount billed to account for additions and subtractions for IC or Company prior billing period errors.~~

~~e. Uncollectible Adjustments~~

~~For each settlement period, the Company will subtract the amount of realized uncollectibles. This realized uncollectible amount is the IC amount billed by the Company to end users on final bills that are unpaid. The Company will determine the IC amount for realized uncollectibles for each purchase.~~

~~(1) Upon establishment of Bill Processing Service, the Company will withhold the percentage set forth in the operating contract of this Agreement of the IC's Purchase of Accounts Receivable (PAR) net settlement each month for the first nine (9) months of live End User billing as a Bad Debt Allowance Reserve. If one IC receives transfer of the interest of an established IC with verifiable credit, and/or the new IC has a proven history of prompt payment, the Company may, in its sole discretion, waive the Bad Debt Allowance Reserve.~~

~~For renewed Agreements, or at any time during the life of this Agreement for Bill Processing Service, if an IC forfeits verifiable credit or ceases prompt payment, the Company may withhold a percentage of the IC's Purchase of Accounts Receivable (PAR) net settlement. This percentage and the number of months withheld will be developed on an individual case basis.~~

~~The sole purpose of this Bad Debt Allowance Reserve is to guarantee payment for any IC bad debt. It does not relieve the IC of complying with the Company's conditions regarding prompt payment of any outstanding amounts due. The IC's Bad Debt Allowance Reserve will be retained by the Company up to twelve (12) months after the termination of this Agreement to assure all outstanding bad debt amounts are paid.~~

~~3. Payments of Net Purchase Amount to the IC~~

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

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BY: Marshall M. Criser III, President -FL/BY: Joseph P. Laeher, President -FL
Miami, Florida

~~E8. BILLING AND COLLECTION SERVICES⁴ - (DELETED)~~

(D)(4)

~~E8.2 Billing Service (Cont'd)~~

~~E8.2.3 Purchase of Accounts Receivable (Cont'd)~~

~~A. The Company will purchase from the IC its accounts receivable that arise from bills rendered by the Company to that IC's end users as described in 1. through 3. following. (Cont'd)~~

~~3. Payments of Net Purchase Amount to the IC (Cont'd)~~

~~a. The Company will purchase accounts receivable from the IC on each end user bill day for an amount (purchase amount) which equals the total current amount billed as set forth in 1. preceding after known adjustments as set forth in 2. preceding have been made. On the date (payment date) determined by adding 31 days to the end user bill day or on the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, the Company will remit payment to the IC for the purchase amount received by the Company prior to the payment date. Payment will be made in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the Second Tuesday in November and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for the net purchase amount will be due to the IC as follows:~~

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

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

~~(1) the highest interest rate (in decimal value) which may be levied by law for commercial transactions in the State of Florida in which the Company provides Bill Processing Service and/or Private Line Billing Service to the IC, compounded daily for the number of days from the payment date to and including the date that the Company actually makes the payment to the IC, or~~

~~(2) 0.000590 per day, compounded daily for the number of days from the payment date to and including the date that the Company actually makes the payment to the IC.~~

~~Any late payment penalty will be included with the next Company payment to the IC.~~

~~e. Also, if any adjustment that reduces an end user balance due is received by the Company from the IC after the date the Company billed the charges to be adjusted to the end user plus 45 days (billed plus date), then a late payment penalty may be due the Company. The late payment penalty shall be the adjustment amount times a late factor. The late factor shall be the lesser of:~~

~~(1) the highest interest rate (in decimal value) which may be levied by law for commercial transactions in the State of Florida in which the Company provides Bill Processing Service to the IC, compounded daily for the number of days from the billed plus date to and including the date that the Company posts the end user account, or~~

~~(2) 0.000590 per day, compounded daily for the number of days from the billed plus date to and including the date that the Company posts the end user account.~~

~~**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.~~

~~E8. BILLING AND COLLECTION SERVICES⁴ (DELETED)~~

(D)(4)

~~E8.2 Billing Service (Cont'd)~~

~~E8.2.3 Purchase of Accounts Receivable (Cont'd)~~

~~A. The Company will purchase from the IC its accounts receivable that arise from bills rendered by the Company to that IC's end users as described in 1. through 3. following. (Cont'd)~~

~~3. Payments of Net Purchase Amount to the IC (Cont'd)~~

~~e. (Cont'd)~~

~~Any late payment penalty will be included with the adjustment made by the Company to the IC's total current amount billed.~~

~~4. Amounts Due the IC Providing Files of Rated Records~~

~~For ICs providing the Company with files of rated records, the amount due for the purchase of its accounts receivable will be determined at the option of the Company as described in 1. through 3. preceding or as follows:~~

~~a. Total Amount of Billable Revenue~~

~~The Company will, upon receipt of files of rated records, determine from its records the total amount lawfully billable to the IC's end users for the IC or its predecessor company's services. A total amount of billable revenue will be determined for each file receipt date. The bill date for this revenue will be extended by 15 calendar days to provide an "averaged" bill date. This extension will make allowances for the time period existing between the receipt of the file and the actual billing of the end users for charges appearing on the file.~~

~~This revenue, will serve as the base for that which is hereinafter referred to as the "file receipt" purchase of the accounts receivable.~~

~~b. Recourse Adjustment~~

~~For each Settlement period, the Company will determine the taxes and adjustments associated with the total current amount billed.~~

~~This Settlement period activity will serve as the base for what is here and after referred to as the "billing" purchase of accounts receivable. The amounts due the IC for the settlement of the "billing" purchase of the accounts receivable will be determined as follows:~~

~~(1) _____ Taxes~~

~~A total current amount for all directly billed taxes or any additional taxes applicable to such services will be determined for each IC for each settlement period.~~

~~(2) _____ End User Adjustments~~

~~For each settlement period, the Company will determine lawfully billed amounts which the Company removes from end users' balances due in accordance with Company inquiry operations and/or with IC inquiry instructions to correct charges.~~

~~(3) _____ Company and IC Adjustments~~

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Miami, Florida

~~E8. BILLING AND COLLECTION SERVICES⁴ - (DELETED)~~

(D)(4)

~~E8.2 Billing Service (Cont'd)~~

~~E8.2.3 Purchase of Accounts Receivable (Cont'd)~~

~~A. The Company will purchase from the IC its accounts receivable that arise from bills rendered by the Company to that IC's end users as described in 1. through 3. following. (Cont'd)~~

~~4. Amounts Due the IC Providing Files of Rated Records (Cont'd)~~

~~b. Recourse Adjustment (Cont'd)~~

~~(3) Company and IC Adjustments (Cont'd)~~

~~For each settlement period, the Company will subtract bill amounts which the Company has requested recourse from the IC in conjunction with end user disputes related specifically to the IC's services, charges, taxes, or prior recourse adjustments. In addition, for each settlement period, the Company may make adjustments to the total current amount billed to account for amounts on statements received from the IC for additions or subtractions to an end user balance due for the IC's services billed in prior periods where the IC performs inquiry.~~

~~Also, each settlement period, the Company may make adjustments to the total current amount billed to account for additions and subtractions for IC or Company prior period errors.~~

~~(4) Uncollectible Adjustments~~

~~For each settlement period, the Company will subtract the amount of realized uncollectibles. This realized uncollectible amount is the IC amount billed by the Company to end users on final bills that are unpaid. The company will determine the IC amount for realized uncollectibles for each purchase.~~

~~5. Settlement for Amounts Due to the IC Who Provides Files of Rated Records~~

~~The Company may purchase accounts receivable for an IC who provides the Company with files of rated records. Settlements will occur once a month as set forth in a. following.~~

~~a. Determination of Settlement Date~~

~~The settlement date for the aggregated purchase will be determined by adding the number of days determined to be the average IC payment availability period to the averaged bill day of the "file receipt" purchase. Except as provided herein, the Company will remit settlement to the IC on said settlement dates. Settlement will be made by electronic funds transfer or other means of transferring funds or by check or draft postmarked two (2) days prior to the payment date for amounts not to exceed \$100,000.~~

~~If such settlement date would cause settlement to be due on a Saturday, Sunday, or holiday observed by the IC or the Company, or on any other day when the Company is prohibited by local bank or Federal Reserve Bank closing from making payment by electronic funds transfer, settlement for the net settlement amount will be due to the IC as follows:~~

~~If such settlement date falls on a Sunday or a Monday on which payment cannot be made (as described above), the settlement date shall be the first workday following the Sunday or Monday. If such settlement date falls on a Saturday or on a Tuesday, Wednesday, Thursday or Friday, on which payment cannot be made (as described above), the settlement date shall be the last workday preceding such Saturday, Tuesday, Wednesday, Thursday, or Friday.~~

~~b. _____ Late Payment Charges~~

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~~E8. BILLING AND COLLECTION SERVICES¹ - (DELETED)~~

(D)(4)

~~E8.2 Billing Service (Cont'd)~~

~~E8.2.3 Purchase of Accounts Receivable (Cont'd)~~

~~A. The Company will purchase from the IC its accounts receivable that arise from bills rendered by the Company to that IC's end users as described in 1. through 3. following. (Cont'd)~~

~~5. Settlement for Amounts Due to the IC Who Provides Files of Rated Records (Cont'd)~~

~~b. Late Payment Charges (Cont'd)~~

~~If any portion of the net settlement amount is received by the IC after the settlement date as set forth in 6.a. preceding, then a late payment penalty shall be due the IC. The IC will have the responsibility of billing the Company for any applicable late payment charge.~~

~~The Company will remit the agreed upon late payment charge within 30 days of the receipt of the invoice. The late payment penalty shall be the portion of the net purchase amount not received by the payment date times a late factor. The late factor shall be the lesser of:~~

~~(1) the highest finance charge (in decimal value) which may be levied by law for commercial transactions in the State of Florida in which the Company provides Bill Processing Service to the IC, compounded daily for the number of days from the payment date to and including the date that the Company actually makes the payment to the IC, or~~

~~(2) 0.000590 per day, compounded daily for the number of days from the payment date to and including the date that the Company actually makes the payment to the IC.~~

~~c. Penalties Applicable to End User Balance Adjustments~~

~~Also, if any adjustment to an end user balance due is received by the Company from the IC forty five days after the date the Company billed the charges to be adjusted to the end user (billed plus date), then a late payment penalty shall be due the Company. The late payment penalty shall be the adjustment amount times a late factor. The late factor shall be the lesser of:~~

~~(1) the highest interest rate (in decimal value) which may be levied by law for commercial transactions in the State of Florida in which the Company provides Bill Processing Service to the IC, compounded daily for the number of days from the billed plus date to and including the date that the Company posts the end user account, or~~

~~(2) 0.000590 per day, compounded daily for the number of days from the billed plus date to and including the date that the Company posts the end user account.~~

~~6. _____ Tax Liability~~

~~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 result of the Company's purchase of accounts receivable, the IC shall, at its option and expense (including immediate payment of any such assessment), have the right to seek a ruling as to the inapplicability of any legal challenge to such assessment, but shall be liable for any tax, penalty, surcharge and interest ultimately determined to be due.~~

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FLORIDA

ACCESS SERVICES TARIFF

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Miami, Florida

E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)(4)

E8.2 Billing Service (Cont'd)

E8.2.3 Purchase of Accounts Receivable (Cont'd)

~~B. Upon request from the IC, the Company will provide a copy of its methods and procedures used to determine the amounts named in this section (i.e., E8.2.3 Purchase of Accounts Receivable) to the authorized representative of the IC who is responsible for auditing these amounts.~~

E8.3 (DELETED)

(D)

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E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)(F)

E8.3 (DELETED) (Cont'd)

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E8. BILLING AND COLLECTION SERVICES (DELETED)

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E8. BILLING AND COLLECTION SERVICES (DELETED)

(T)

E8.3 (DELETED)(Cont'd)

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E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)(4)

E8.3 (DELETED)(Cont'd)

(D)

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E8. BILLING AND COLLECTION SERVICES (DELETED)

(T)

E8.3 (DELETED)(Cont'd)

(D)

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E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)(F)

E8.3 (DELETED)(Cont'd)

(D)

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E8. BILLING AND COLLECTION SERVICES (DELETED)

(T)

E8.3 (DELETED)(Cont'd)

(D)

E8.4 Billing Information Service

E8.4.1 General Description

- ~~A. At the request of the IC, the Company will provide information to the IC from its end-user records, billing files and account data base.~~

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~~E8. BILLING AND COLLECTION SERVICES⁴ - (DELETED)~~

(D)(4)

~~E8.4 Billing Information Service (Cont'd)~~

~~E8.4.1 General Description (Cont'd)~~

- ~~B. Billing Information Service is the provision of information to the IC from Company record systems labeled as Customer Records Information System (CRIS), Non Sent Paid Indicator Data Base (DBAS) and Customer Name and Address Bureau (CNA). Such Billing Information Service will be limited to the provision of information to an IC relating exclusively to end user services provided by that IC. Information relating to services provided by any other entity will not be provided.~~
- ~~C. Information is defined as any entry in the records, data base or bureau listings which is not listed as confidential and proprietary to the Company. Any entry listed as confidential and proprietary to the Company will not be provided.~~

~~E8.4.2 Undertaking of the Company~~

- ~~A. When Billing Information Service is ordered by the IC, the Company will provide information on a request by request basis as follows in B. through L. following at the rates and charges as set forth in E8.4.7 following.~~
- ~~B. Upon request from an IC and when the IC has ordered Message Billing Service Bill Processing Service, the Company will provide information from its CRIS records as follows:~~
- ~~1. Message detail for a message end user
Message detail is message billed records in exchange message record (EMR) format in the CRIS file.~~
 - ~~2. Account detail for a message end user
Account detail is data that furnishes the end user name, billing address and billing parameters other than message detail and/or service and equipment detail.~~
 - ~~3. Service and equipment detail for a message end user.
Service and equipment detail is data associated with the IC's rate elements.~~
- ~~A message end user is an account with IC message or bulk billed detail (for a bill period) or an account which is marked, as set forth in E. following, or established as an end user of the IC's message or bulk billed services.~~
- ~~Message detail, account detail and/or service and equipment detail which is confidential due to legal, national security, end user or other appropriate requirements will not be provided. If the IC requires this information in order to bill its services, it shall secure written permission from the end user to obtain the information from the Company. The IC shall furnish the Company the end user's written permission for the information to be released.~~
- ~~C. Upon request from an authorized supervisor of the IC for end user information when automatic number identification (ANI) service is provided to the IC by the Company or when billing is based on authorized calling or called parties, the Company will provide information from its DBAS records. Only current information which resides in the data base will be provided.~~

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E8. BILLING AND COLLECTION SERVICES¹ - (DELETED)

(D)(4)

E8.4 Billing Information Service (Cont'd)

E8.4.2 Undertaking of the Company (Cont'd)

D. Where Company facilities are available and subject to the agreement of the Company, CRIS and/or DBAS information may be provided on an interrogation basis at the request of the IC.

The interrogation basis will permit the IC to access a data file which contains the data base information from a data processing terminal at the IC location, furnish an end user telephone number and, after verification that the information is authorized for the IC's use, receive the end user information. The interrogation file will be provided during normal Company business hours. The DBAS interrogation file will be updated each business day to reflect current end user information. The CRIS interrogation file will be updated each bill day (day bills are prepared and dated for an end user for an IC's service) and will be updated daily when information is available and when the Company updates the file on a daily basis to reflect current end user information.

The Company will develop the IC's CRIS and DBAS information order into a retrieval and interrogation program. Program development charges, as set forth in E8.4.7 following, apply for the hours required to design, develop, test and maintain the necessary programs.

E. CRIS and/or DBAS information will be provided on a total file and/or file update basis as follows:

1. The total file basis will permit the IC to receive, at the IC's option, all the end user information that is authorized for the IC's use on paper printout, magnetic tape or fiche. The total file output will contain end user information for the current billing period. The billing period will be set by the Company. The magnetic tapes will be provided without the return of previously supplied tapes. The Company will supply the magnetic tapes. After the information system ordered by the IC is in service, the paper printout, magnetic tape or fiche will be available from the Company within 10 working days of the IC request.

Program development charges as set forth in E8.4.7 following, apply for the hours required to design, develop, test and maintain the necessary programs that are used to provide the paper output, magnetic tape or fiche.

Once available, the paper printout, magnetic tape or fiche will be sent to the IC via first class U.S. Mail service. At the option of the IC, the IC may pick up the paper printout, magnetic tape or fiche at a location designated by the Company or request the information be data transmitted to the IC. When the information is data transmitted to the IC, the data transmission charges will be determined on an individual case basis.

2. The file update basis will permit the IC to receive, at the IC option, all the end user information that is authorized for the IC's use on paper printout, fiche or magnetic tape. The file update output will contain end user information for the current billing period only. The current billing period is the period associated with the most recent bill rendered to an end user. The magnetic tapes will be provided without the return of previously supplied tapes. The Company will supply magnetic tapes. The file updates will include those records added and those deleted, if any (deleted records may not be retained by the Company). For CRIS information, the file updates will be provided on a monthly interval. For DBAS information, the file updates will be provided for each business day.

Program development charges as set forth in E8.4.7 following, apply for the hours required to design, develop, test and maintain the necessary programs that are used to provide the paper output, fiche or magnetic tape.

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E8. BILLING AND COLLECTION SERVICES⁴ - (DELETED)

(D)(4)

E8.4 Billing Information Service (Cont'd)

E8.4.2 Undertaking of the Company (Cont'd)

E. CRIS and/or DBAS information will be provided on a total file and/or file update basis as follows: (Cont'd)

2. (Cont'd)

Once available, the file update paper printout, fiche or magnetic tape will be sent to the IC via first class U.S. Mail service. At the option of the IC, the IC may pick up the paper output, fiche or magnetic tape at a location designated by the Company or request the information be data transmitted to the IC. When the information is data transmitted to the IC, the data transmission charges will be determined on an individual case basis.

3. The total file output and the file update output will, at the option of the IC, be provided on a quick turnaround basis. Such quick turnaround output will be provided one working day after the information that the IC ordered is available. Once available, the output will be provided on paper printout, fiche or magnetic tape and will be sent to the IC via first class U.S. Mail service. At the option of the IC, the IC may pick up the paper output, fiche or magnetic tape at a location designated by the Company or request the information be data transmitted to the IC. When the information is data transmitted to the IC, the data transmission charges will be determined on an individual case basis.

F. The Company will, at the request of the IC, mark any message billed message end user account, other than end user accounts with IC credit cards or rate elements, as a user of the IC's message services. After marking is ordered, the end user account will be marked as an IC end user account at the time the first message is posted to the end user account. If not marked at the request of the IC, such an end user account will not be identified as an IC account unless there are IC message details associated with the account for the bill period for which message detail is ordered by the IC. The mark will be removed at the request of the IC. Charges to mark the account and maintain the mark in future months as set forth in E8.4.7.G. following apply. IC bulk billed end user accounts and message end user accounts with IC credit cards or IC rate elements are counted as IC accounts.

G. Upon acceptance by the Company of a Special Order for Billing Information Service from an IC, the Company will determine the period of time to implement such service on an individual order basis.

H. The Company will provide the format for interrogation of its data files and the format of any printed, magnetic tape or fiche output from its CRIS and DBAS files.

I. Upon request from an authorized supervisor of the IC who furnishes the account code assigned by the Company, the Company will provide name and town information from its CNA bureau. The CNA name and town data, but not street address, will be provided only when the IC needs the information to authorize a call, to bill a call, or to handle an emergency situation. The information will be provided on a request by request basis by voice telecommunications. Name, town and state will be provided for a telephone number. A request includes the handling of one call and providing the data for one telephone number.

The Company will specify the location where requests are to be received and the format in which the request is to be made.

If the name and address associated with the telephone number is restricted due to the request of the end user, legal authority or law enforcement agency, no name or town location will be provided.

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E8. BILLING AND COLLECTION SERVICES⁴ (DELETED)

(D)(4)

E8.4 Billing Information Service (Cont'd)

E8.4.2 Undertaking of the Company (Cont'd)

I. (Cont'd)

At the request of the IC, written confirmation of the name and town location will be sent to the authorized supervisor making the request by first class U.S. Mail service.

J. If the IC requests the information ordered by the IC be resupplied by the Company because of incorrect IC specifications or errors, the Company will resupply the information in accordance with a new IC order and all appropriate charges as set forth in E8.4.7 following will apply.

K. Where facilities are available and subject to the agreement of the Company, updating of IC data bases or files from Company data processing terminals or equipment in Company locations may be undertaken at the request of the IC. The charges for such a service will be determined on an individual case basis.

L. The Company will provide Billing Information Service under a Special Order. For all Billing Information Services, the Billing Information Service Special Order charge as set forth in E8.4.7.I. following applies.

E8.4.3 Liability of the Company

Notwithstanding E2.1.3 preceding, in the absence of willful misconduct, no liability for damages to the IC or other person or entity shall attach to the Company for its action or the conduct of its employees in providing Billing Information Service.

E8.4.4 Obligations of the IC

A. The IC shall order Billing Information Service under a Special Order. The IC shall order those Billing Information Services for this state where it wishes to receive the services and shall specify how often it wishes the service to be provided.

B. With each order, the IC shall identify the authorized individual and address to receive the Billing Information Service output. When interrogation is ordered, the IC shall identify the data processing terminals authorized to receive the information and the authorized individual who will be responsible for all terminal activities. When CNA service is ordered, the IC will identify in writing and include the account codes assigned by the Company of all authorized individuals who will contact the CNA bureau.

C. Except for message detail, account detail, and/or service and equipment detail which is confidential due to legal, national security, end user, or other appropriate requirements, Billing Information outputs transferred to the IC from the Company may be used by the IC for any legitimate business purpose. The IC will indemnify and hold harmless the Company for damages arising in any manner in instances in which the IC fails to maintain confidentiality of any of the previously mentioned detail or information.

D. The IC shall furnish, to the Company, when interrogation service is ordered all information necessary to allow the Company to establish an interrogation program. In addition, the IC shall furnish the Company, for each data base and file where the interrogation is ordered, an estimate of the number of requests per business day that the Company data bases and file will be asked to handle. The IC's terminals used to interrogate the Company data bases and files must be capable of working with Company equipment and software.

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E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)(F)

E8.4 Billing Information Service (Cont'd)

E8.4.4 Obligations of the IC (Cont'd)

- ~~E. The IC shall be responsible for all contacts and inquiries from its end users concerning Billing Information Service.~~
- ~~F. The IC shall not publicize or represent to others that the Company jointly participates with the IC in the development of the IC's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of Billing Information Service.~~
- ~~G. When the IC wants a quotation of the charges for the service ordered, the IC shall request such at the time of the order. Quotation regulations as set forth in E2.1.9 preceding apply.~~
- ~~H. When the IC orders marking of non IC credit card message billed message end user accounts, all accounts containing that IC's messages will be marked starting with the next bill period and marking will continue until the IC orders marking discontinued. The IC shall, when it orders marking removed, furnish the telephone number of each end user account for which the mark is to be removed. The mark will be removed prior to the next bill period.~~

E8.4.5 Payment Arrangements

~~A. (DELETED)~~

~~B. Cancellation of a Special Order~~

- ~~1. An IC may cancel a Special Order for Billing Information Service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the IC that the Special Order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. The service date for a Billing Information Service is the date the Company notifies the IC that the Company is ready to provide Billing Information Service reports or receive interrogation requests.~~
- ~~2. When an IC cancels a Special Order for Billing Information Service after the order date but prior to the start of service, charges as listed following shall apply:
 - ~~a. For any service, the appropriate per hour rate for all hours expended by the Company to provide the service.~~
 - ~~b. For any service, any expense for equipment obtained for the service where such equipment cannot be reused within six months.~~~~

(D)

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(D)(4)

~~E8.4 Billing Information Service (Cont'd)~~

~~E8.4.7 Rates and Charges (Cont'd)~~

~~A. The rates and charges are: (Cont'd)~~

~~1. CRIS 10 Working Day Information Service (Cont'd)~~

~~a. The Quick Turnaround per record charge and the per tape charge is three times the 10 working day per record charge and per tape charge following:~~

~~(1) Message Detail~~

~~(a) Paper output, per record processed~~

~~Rate USOC~~

~~\$.0011 2XUCP~~

~~(b) Magnetic tape, per record processed~~

~~.0005 2XUCT~~

~~(c) Fiche output, per record processed~~

~~.0004 2XUCF~~

~~(2) Account Detail~~

~~(a) Paper output, per record processed~~

~~.0011 2XUCP~~

~~(b) Magnetic tape, per record processed~~

~~.0005 2XUCT~~

~~(c) Fiche output, per record processed~~

~~.0004 2XUCF~~

~~(3) Service and Equipment Detail~~

~~(a) Paper output, per record processed~~

~~.0011 2XUCP~~

~~(b) Magnetic tape, per record processed~~

~~.0005 2XUCT~~

~~(c) Fiche output, per record processed~~

~~.0004 2XUCF~~

~~(4) Detail on Tape~~

~~(a) Magnetic tape, per tape or data file~~

~~57.00 2XUTD~~

~~2. DBAS Information Service~~

~~(a) Paper output, per record processed~~

~~.0011 2Y6CP~~

~~(b) Magnetic tape, per record processed~~

~~.0005 2Y6CT~~

~~(c) Magnetic tape, per tape or data file~~

~~57.00 2Y6TD~~

~~(d) Fiche output, per record processed~~

~~.0004 2Y6CF~~

~~3. CRIS File and DBAS File Interrogation~~

~~(a) Per request received²~~

~~- 2FQ++~~

~~4. Program Development Charge~~

~~(a) Basic, per hour or fraction thereof²~~

~~97.00 PRD~~

~~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: This offering is only provided where facilities are available. When facilities can be made available with the agreement of the Company, rates and charges based on individual cases will apply.~~

~~Note 3: Applicable to work performed within the Company's normal work schedule and using the normal work force, per programmer.~~

E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)

E8.4 Billing Information Service (Cont'd)

E8.4.7 Rates and Charges (Cont'd)

A. The rates and charges are: (Cont'd)

4. Program Development Charge (Cont'd)

Rate	USOC
\$105.00	PRD-

(b) Premium, per hour or fraction thereof¹

5. CNA Information Service

(a) CNA interrogation, per request received

.45	CYNRR
-----	-------

6. Data transmission to an IC location of Billing Information Service details

(a) Per record transmitted

-	DRU++
---	-------

7. Marking of Message End User Accounts

(a) Marking, per account

.20	MMGMK
-----	-------

(b) Maintenance of mark, per account

.005	MMGMN
------	-------

8. Updating of IC Data Bases or Files

(a) Per record transmitted²

-	BAG++
---	-------

9. Provision of Bill Information Service

(a) Provision of Bill Information Service

-	BAJ++
---	-------

Per Special Order²

10. Custom Report

(a) Per record provided, per tape or data file²

-	RSS++
---	-------

E8.5 Reserved for Future Use

E8.6 Reserved For Future Use

E8.7 Billing Validation Data License Service (BVDLS)

Billing Validation Data License Service means the provision of the Company's billing validation data to a certified interexchange carrier (IC), or its designated agent, or certified PSP, hereinafter referred to as Subscriber.

(C)

Note 1: Applicable to work performed outside the Company's normal work schedule and/or which requires additions to the work force, per programmer.

Note 2: Rates and charges based on individual cases will apply.

E8. BILLING AND COLLECTION SERVICES (DELETED)

(D)

E8.7 Billing Validation Data License Service (BVDLS) (Cont'd)

Billing Validation Data License Service is available only for the purpose of determining whether the Company's Calling Card number being queried is valid for use in calling card telephone calls, or if the Subscriber chooses, provides for validation of third number billing and collect telephone calls. This service is offered to a Subscriber to create its own validation data base. Access to the data base may be offered by that Subscriber to other certified interexchange carriers or *PSPs*, on an on-line per query basis.

(E)

E8.7.1 Undertaking of the Company

- ~~A. The Company shall license to the Subscriber the following billing validation data: Southern Bell Calling Card Number records, Billed Number Screening records and *PSP* telephone number records.~~
- ~~B. The title to the licensed data shall remain solely with the Company whether or not it is in the possession of a Subscriber; modification of the licensed data is prohibited without the express written consent of the Company.~~
- ~~C. The Company shall provide for the administration of the data under the following terms:
 1. The Company shall provide the initial load of billing validation data to the Subscriber via magnetic tape.
 2. The Company will provide via high speed data links routine updates to the data base on a daily basis, and high priority updates (as determined by the Company) on a real time basis. The updates shall be sent within 24 hours or by the start of the next business day, whichever is greater, from the time of receipt of the updates from Southern Bell's updating system.
 3. The Company will provide protocol and format specifications for the Data Base Administration System (DBAS) interface to Subscriber and shall provide the data in specified protocol and format at the DBAS port.
 4. The Company will conduct an audit of the initial data load prior to the Subscriber's use of the licensed data. The Company retains the right, with 24 hours' prior notice, to conduct onsite audits of the Subscriber's physical plant, system, update and backup procedures, access procedures and performance, and any other condition which might affect the integrity and/or security of the licensed data.~~

(E)

E8.7.2 Liability of the Company

- ~~A. Notwithstanding E2.1.3 preceding, the Company's liability for Billing Validation Data License Service shall be limited as follows:
 1. The Company shall not be liable for any errors or deficiencies in the licensed data which presently exist, which may exist or be discovered in the future.
 2. The Company will not be liable for loss of, or damage to, any data or information of the Subscriber, nor will the Company be liable for any lost profits, revenues or damages suffered by the Subscriber resulting from the use of the data, or the loss of use of the data, and the Subscriber will indemnify the Company from any lawsuits or claims resulting from the foregoing, whether or not such loss was caused by negligence, error, mistake or omission on the part of the Company.
 3. The Company agrees to notify the Subscriber in writing of any written claims, lawsuits, or demands for which the Subscriber is responsible under this Tariff and will cooperate in every reasonable way to facilitate defense or settlement of claims.~~

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Miami, Florida

~~E8. BILLING AND COLLECTION SERVICES⁴ - (DELETED)~~

(D)(4)

~~E8.7 Billing Validation Data License Service (BVDLS) (Cont'd)~~

~~E8.7.3 Obligations of the Subscriber~~

- ~~A. The Subscriber agrees that the licensed data constitutes proprietary information of the Company and the Subscriber will protect it as provided for in the following terms and conditions:~~
- ~~1. The Subscriber agrees not to use, disseminate or release, print, copy, provide or otherwise disclose, in whole or in part, any portion of the licensed data except under the terms of this Tariff. Prior to delivery of the licensed data, the Subscriber will provide the Company with a copy of its procedures acceptable to the Company, implemented to protect the confidentiality of the licensed data. This condition extends to the employees of the Subscriber.~~
 - ~~2. The Subscriber shall maintain a record of the location of all copies of the licensed data; if an original or copy is retained at a location other than the Subscriber's designated central processing unit, the Subscriber will notify the Company of that location in writing.~~
 - ~~3. If a loss of confidentiality of the licensed data occurs, the Subscriber shall notify the Company and shall take all steps, including legal action, to limit or terminate the proliferation of the data.~~
 - ~~4. The Subscriber shall return to the Company the original and any copies of the licensed data at the option of the Company.~~
 - ~~5. The Subscriber's data base shall be capable of providing all interfaces necessary to receive and administer the data as provided by the Company pursuant to E8.7.1.C.~~
 - ~~6. The Subscriber shall demonstrate, to the Company's reasonable satisfaction, its ability to comply with all obligations set forth herein.~~
 - ~~7. The Company may terminate this service immediately in the event of any use or disclosure of the license data not authorized by this Tariff.~~
- ~~B. The administration of the data will be provided under the following terms:~~
- ~~1. The Subscriber data base interface must be in the same format as that of the Company's DBAS interface and must provide the Company with the capability to access the Subscriber's data base from Administrative Terminals for the purpose of administering the data.~~
 - ~~2. The Subscriber will be responsible for testing the interface, data transport and storage up to the port of the Company's DBAS.~~
 - ~~3. The Subscriber will provide the protocol necessary for multiple user access to Subscriber's data base via Dial In Dial Back facilities.~~
 - ~~4. The Subscriber will create and retain for a period not to exceed seven days a magnetic tape backup of all licensed data; the number of retained tapes shall not exceed seven. If the Subscriber requires a replacement magnetic tape, one may be obtained from the Company at cost.~~
 - ~~5. The Subscriber will provide at its expense all transport circuits to the Company's DBAS. Any equipment required at the Data Base Administration Center (DBAC) and DBAS which is deemed non standard by the Company will be provided and maintained by the Subscriber.~~
 - ~~6. The Subscriber will create a record of all manual transactions with the licensed data other than those for validation purposes and will provide to the Company access to that record.~~

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

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~~E8. BILLING AND COLLECTION SERVICES⁴ - (DELETED)~~

(D)(4)

~~E8.7 Billing Validation Data License Service (BVDLS) (Cont'd)~~

~~E8.7.3 Obligations of the Subscriber (Cont'd)~~

- ~~C. The Subscriber will take the following steps to prevent the fraudulent use of the billing validation data base:~~
- ~~1. The Subscriber will generate an exception report on any Calling Card numbers for which queries exceed a threshold established by the Company. That report, including the Calling Card Number, number of attempts and time period, will be sent on a real time basis to the Company's DBAC. In the event that the Company's system is not available, those reports will be retained by the Subscriber for five days for access by the Company.~~
- ~~D. The Subscriber will provide a validation system with capacity to respond to queries in two seconds or less, i.e., from the time the query leaves the Subscriber's system until the query response is transmitted to the Subscriber's system.~~
- ~~E. The Subscriber will give immediate notification to the Company if its system is unable to process daily updates for a period exceeding five minutes.~~
- ~~F. When the Subscriber chooses to make access to the Company's validation data in the Subscriber's validation data base available on an on line per query basis to a third party as described in E8.7 preceding, the following terms will apply:~~
- ~~1. All limitations contained in this Tariff on use of the validation data shall apply to the third party.~~
 - ~~2. The third party utilizing the per query validation process shall not store, reproduce or capture in any format or medium the information contained in the validation query and response.~~
 - ~~3. The liability limitations specified in E8.7.2 are extended to encompass the per query use of a Subscriber's validation capability by a third party. The written agreement between the Subscriber and the third party shall specifically provide for such limitations of this Company's liability.~~

~~E8.7.4 Rate Regulations~~

~~Subscribers to Billing Validation Data License Service will be billed a License Fee and for new subscribers a Service Establishment Fee monthly as applicable and as defined in E8.7.6 following.~~

~~E8.7.5 Reserved For Future Use~~

~~E8.7.6 Rates and Charges~~

~~A. Monthly Charges~~

- ~~1. License Fee~~

- ~~(a) Per month~~
- ~~2. Service Establishment Fee²~~

~~(a) Per month~~

Rate	USOC
\$34,018.00	NA
16,444.00	NA

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~~Note 2: Applicable to new subscribers only.~~

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