ATTACHMENT A

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March 19, 1997

Mrs. Blance S. Bayo Director, Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399

976345-78

Re: Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and US LEC of North Carolina L. L. C. ("US LEC") pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(a) of the Telecommunications Act of 1996, BellSouth and US LEC are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the result of BellSouth telecommunications services to US LEC. The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BeltSouth and US LEC within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exist as to the agreement they have negotiated and that the Commission should approve their agreement.

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Regulatory Vice President

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THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and US LEC of North Carolina L.L.C. ("USLEC") a North Carolina limited liability company. This agreement may refer to either BellSouth or US LEC or both as a "party" or "parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, US LEC is an alternative local exchange telecommunications company ("ALEC" or "OLEC") authorized to provide or is intending to be authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and US LEC agree as follows:

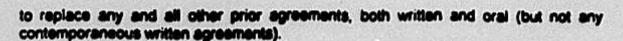
I. Definitions

- A. Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.
- B. Intermediary function is defined as the delivery of local traffic (i) from a local exchange carrier other than SelfSouth; an ALEC other than US LEC; or (ii) another telecommunications company such as a wireless telecommunications provider through the network of SelfSouth or US LEC to an end user of SelfSouth or US LEC.
- C. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

- O. Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or unreasonable delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.
- E. Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability, less any interstate minutes of use for terminating party pays services, such as 800 Services. The denominator includes all "nonintermediary" local, interstate, intrastate toll and access minutes of use, adjusted for service provider number portability, less all minutes attributable to terminating party pays services.
- F. Percent Lecal Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all 'nonintermediary' local minutes of use, adjusted for those minutes of use that only apply local due to service provider number portability. The denominator is the total intrastate minutes of use including 'nonintermediary' local, intrastate toll, and access, adjusted for service provider number portability less intrastate terminating party pays minutes of use.
- G. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1998. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).
- H. Multiple Exchange Carrier Access Silling ("MECAS") means the document prepared by the Silling Committee of the Ordering and Silling Forum ("OSF"), which functions under the auspices of the Carrier Lieison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by SelfCore as Special Report SR-SDS-000963, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

II. Purpose

A. The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271 and



B. BellSouth acknowledges and agrees that, at the time this Agreement is executed, US LEC has not filed tariffs, price lists or other similar filings with any Commission or with the Federal Communications Commission. Accordingly, for purposes of this Agreement the parties have referenced BellSouth tariffs for purposes of defining and describing the parties' relative obligations and rights. As and when US LEC files tariffs referenced in this Agreement, then such US LEC tariffs, price lists or other filings shall define and describe the rights and obligations of US LEC to the extent of the inconsistency and parties agree to reach mutual understanding of such inconsistencies prior to US LEC filings becoming effective.

III. Term of the Agreement

- A. The term of this Agreement shall be two years from the date after which US LEC operates as a CLEC or beginning November 1, 1996, whichever date is earlier.
- B. The parties agree that by no later than November 1, 1997, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration of the term of this Agreement, as provided in Section III(A).
- C. If, within 135 days of commencing the negatiation referred to in Section III (B) above, the parties are unable to satisfactorily negatiate new local interconnection terms, conditions and prices, either party may petition the Commissions to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the Commissions to issue its order regarding the appropriate local interconnection arrangements no later than Merch 1, 1997. The parties further agree that in the event a Commission does not issue its order prior to the expiration of this Agreement or if the parties continue beyond the expiration of this Agreement to negatiate the local interconnection arrangements without Commission, or negatiated by the parties, will be effective retroactive to the day after the expiration of this Agreement. Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

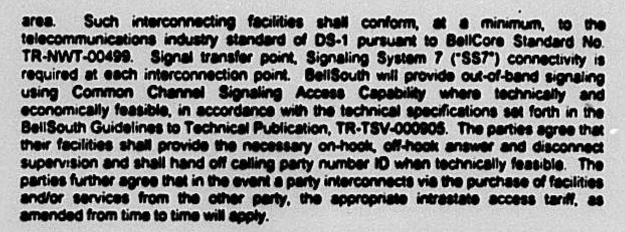
IV. Local Interconnection

A. The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BellSouth's EAS routes shall be considered as



local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

- B. Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein. The charges for local interconnection are to billed monthly and payable quarterly after appropriate adjustments pursuant to this Agreement are made. Late payment fees, not to exceed 1% per month after the due date may be assessed, if interconnection charges are not paid within thirty (30) days of the due date.
- US LEC and BellSouth enter into this Agreement with the understanding that the carriers would be interconnecting with each other for comparable types of calls and that the usage would likely be reasonably balanced, i.e., US LEC would be terminating to BellSouth approximately the same level of usage that BellSouth would be terminating to US LEC. If at any time during the term of this Agreement traffic is imbalanced to the degree that US LEC feets a cap on amounts owing under this Agreement is required, US LEC has the option to adopt the comparable billing provisions contained in any agreement that BellSouth negotiates or has entered into with another ALEC which contains cap provisions, after August 8, 1996 provided that US LEC adopt the billing provisions of such other agreement that are comparable to those contained in this Section IV. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU. each party shall consider every local call, including non-intermediary calls, and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.
- D. The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collection where physical collection is not practical for technical researce or because of space limitations; (2) physical collection; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collection are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased from BellSouth at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7) services teriff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference.
- E. The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area US LEC desires to serve for interconnection to those end offices that subtend the access tandem or may elect to interconnect directly at the end offices for interconnection to end users served by that end office. BellSouth will connect at each end office or tandem inside that local calling

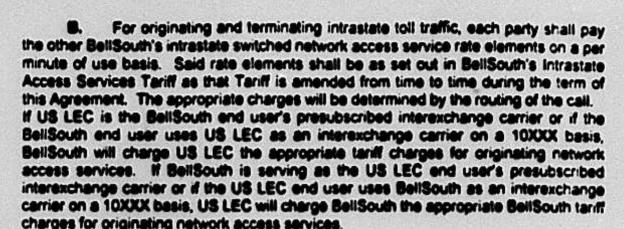


- F. Nothing herein shall prevent US LEC from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection; provided, however, that if US LEC orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge US LEC the lower of the interstate or intrastate tariffed rate or promotional rate.
- G. The parties agree to establish trunk groups from the interconnecting facilities of subsection (D) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. The parties agree that either no charges will be assessed or reciprocal charges will be assessed for network to network interfaces where the parties are cartified as providers of local exchange services. BellSouth's treatment of US LEC as to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges.
- M. Whenever BellSouth delivers traffic to US LEC for termination on US LEC's network, if BellSouth cannot determine because of the menner in which US LEC has utilized its NICK codes whether the traffic is local or toll BellSouth will not compensate US LEC pursuent to this section but will, instead, charge US LEC originating intrastate network access service charges as reflected in BellSouth's intrastate Access Service Taniff. Notwithstanding the foregoing, BellSouth will make the appropriate billing adjustments if US LEC can provide sufficient information for BellSouth to make a determination as to whether said traffic was local or toll. If BellSouth deploys an NICK code across its local calling areas in such a manner that US LEC cannot determine whether the traffic it delivers to BellSouth is local or toll, then the preceding sentences of this subsection at shall apply, with the parties appropriately reversed.

- L. If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) an ALEC other than US LEC; (2) a local exchange telecommunications company other than BellSouth ("ICO"); or (3) another telecommunications company such as a wireless telecommunications service provider, the parties agree that compensation shall be on the basis of mutual traffic exchange. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to subsection (K) of this section.
- J. When the parties provides an access service connection between an interexchange carrier ("DKC") and each other, each party will provide their own access services to the DKC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the DKC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the intermediary tandem function.
- R. The parties agree to adopt MECAB as the terms and conditions for meet point billing for all traffic to which MECAB applies, including traffic terminating to ported numbers, and to employ 30 day billing periods for said arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. The parties agree that there will be technical, administrative, and implementation issues associated with achieving the intent of this subsection. As such, the parties further agree to work as expeditiously as possible to achieve this provision. BellSouth agrees, to the extent BellSouth controls such information, to provide billing information to US LEC at the same level as provided to other parties.
- L. The ordering and provision of all services purchased from BellSouth by US LEC shell be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

V. IntraLATA and InterLATA Tell Traffic Interconnection

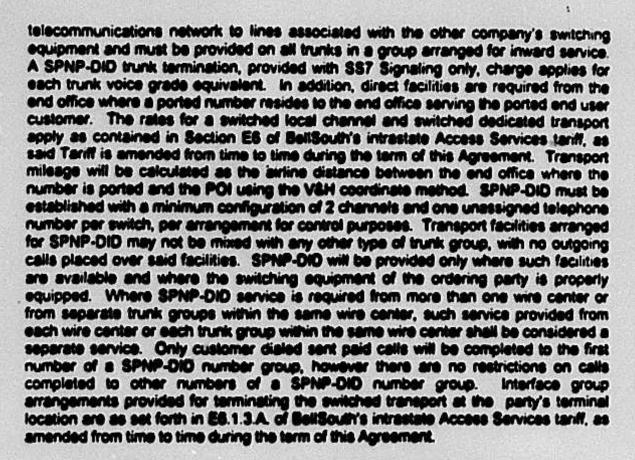
A. The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's network, each party will pay to the other BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. The parties agree that their terminating switched access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.



- G. The parties agree that to the extent US LEC provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.
- D. Each party agrees to compensate the other, pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.
- E. Each party will provide to the other party the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.
- F. If during the term of this Agreement, either party provides interLATA 800 services, it will compensate the other for the origination of such traffic pursuant to subsection D, above. Each party shall provide the appropriate records for billing pursuant to subsection E, above.
- G. Should US LEC require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point detabase query information. US LEC shall utilize \$87 Signaling links, ports and usage as set forth in Attachment C-7, incorporated herein by this reference. US LEC will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SSP equipped and office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said service shall be as set forth in BellSouth's Intrestate Access Services Tariff as said tariff is amended from time to time during the term of this Agreement.

VI. Service Provider Number Portability

- A. Service Provider Number Portability (SPNP) is an interim service arrangement provided by each party to the other whereby an end user, who switches subscription of his local exchange service from BellSouth to US LEC, or vice uersa, is permitted to retain use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number. SPNP is utilized when the parties are providing services via their own switches and not through the resale of one party's telecommunications services. SPNP services are evaluable in two arrangements, SPNP-Remote and SPNP-DID. Notwithstanding the foregoing, SPNP is not available when the end user's existing account has been denied or disconnected for nonpayment and an outstanding balance remains unpaid.
- E. SPNP services and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from either party on either a per DS0, DS1 and DS3 basis. Where SPNP-DID is provided on a DS1 or a DS3 basis, applicable channelization rates as specified in Attachment C-16, incorporated herein by this reference. SPNP is available only for basic local exchange service.
- C. SPNP is available only where US LEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular US LEC assigned telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or US LEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.
- D. SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BeltSouth General Subscriber Service Tariff. The forwarded-to number is specified by US LEC or BeltSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the SPNP-Remote and user. SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number.
- E. SPMP-DID service provides trunk side access to end office switches for direct inward dialing to other company's premises equipment from the



- F. SPNP services will be provided at the charges contained in Attachment B-3 for SPNP-RCF and Attachment B-4 for SPNP-DID. Both Attachments are incorporated herein by this reference.
- G. The calling party is responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number. BetSouth or US LEC is responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either party may request that the other block collect and third party non-sent paid calls to the SPNP assigned telephone number. If the party does not request blocking, the other party will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges, provided at the individual end user account level. The detail will include itemization of all billable usage. As an alternative to the itemized monthly bill, each party shall have the option of receiving this usage data on a delly basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BeltSouth RAO will be provided in unrated format. US LEC usage originated

elsewhere and delivered via CMDS to the sending BellSouth RAO will be provided in rated format.

- H. Each party is responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other party or any of its end users. In the event that either party determines in its sole judgment that the other party will likely impair or is impairing, or interfering with any equipment, facility or service of such party or any of its end users, that party may either refuse to provide SPNP service or terminate SPNP service that is likely to impair, is impairing or is interfering with the facility, equipment or service of the other party.
- I. Each party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either party chooses to disconnect or terminate any SPNP service, that party is responsible for designating the preferred standard type of announcement to be provided.
- J. Each party will be the other's party's single point of contact for all repair calls on behalf of each party's end user. Each party reserves the right to contact the other party's customers, if reasonably deemed necessary, for maintenance purposes.
- K. Neither party is responsible for adverse effects on any service, facility or equipment related to the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the possibility that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics can not be specified by either party for such calls. Neither party is responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other party obsolete or renders necessary modification of the other party's equipment.
- L. For that terminating DIC traffic ported to either party which requires use of either party's tandem switching, the tandem provider will bill the DIC tandem switching, the interconnection charge, and a portion of the transport, and the other party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other



party to bill the IXCs directly for terminating access to ported numbers, then the parties agree to work cooperatively to develop a surrogate method to approximate the access minutes, and a settlement process to recover those access revenues due it as a co-provider of access services to IXCs. During the interim, while the surrogate is being developed, the tandem provider will bill the IXC full terminating switched access charges, keep the interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to the other party. If a toll intraLATA call is delivered, the delivering party will pay terminating access rates to the other party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

- M. If either party has direct connections to the IXCs for the termination of all interLATA traffic and it is only through the use of SPNP services that the tandem is being utilized and the tandem provider receives network access service revenues from the terminating IXC, the other party will bill the network access charges for the terminating facilities used for that interLATA traffic. This circumstance may also arise where an intraLATA toll call from one party's customer is sent to a number that is, in turn, forwarded through the use of SPNP services to the other party's customer. If so, the terminating party will bill the other party the network access charges for the terminating facilities used for that intraLATA toll traffic.
- N. If prior to or during the term of this Agreement, the Federal Communications Commission issues regulations pursuant to 47 U.S.C. g251 to require number portability different than that provided pursuant to this subsection, the parties agree to fully comply with those regulations.

VII. Provision of Unbundled Elements

- A. BellSouth will offer an unbundled local loop to US LEC at the current rates as set forth in Attachment C-15, incorporated herein by this reference. Special construction charges, if applicable, will be as set forth in BellSouth's Intrastate Special Access Tariff as said tariff is amended from time to time during the term of this Agreement. BellSouth will also offer, as a new service loop concentration as set forth in Attachment C-16, incorporated herein by this reference. The parties agree that loop concentration service as offered above is not an unbundled element.
- B. BettSouth will offer to US LEC unbundled loop channelization system service which provides the multiplexing function to convert 95 voice grade loops to DS1 level for connection with US LEC's point of interface. Rates are as set forth in Attachment C-16, incorporated herein by this reference.
- C. BellSouth will affer to US LEC unbundled local transport from the trunk side of its switch at the rates as set forth in Attachment 8-1, incorporated herein by this reference.

- D. BellSouth will offer to US LEC unbundled local switching at the rates as set forth in Attachment C-17, incorporated herein by this reference, for the unbundled exchange service port.
- E. BellSouth shall, upon request of US LEC, and to the extent technically feasible, provide to US LEC access to its network elements for the provision of any US LEC telecommunications service. Any request by US LEC for access to a BellSouth network element that is not already available shall be treated as a network element bona fide request. US LEC agrees to pay the costs associated with the bona fide request if US LEC cancels the request or fails to purchase the service once completed. US LEC shall provide BellSouth access to its network elements as mutually agreed by the parties or as required by a Commission or the FCC.
- F. A network element obtained by one party from the other party under this section may be used in combination with the facilities of the requesting party only to provide a telecommunications service, including, but not limited to, obtaining billing and collection, transmission, and routing of the telecommunications service.

VIII. Access To Poles, Ducts, Conduits, and Rights of Way

BellSouth agrees to provide to US LEC, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth.

IX. Access to 911/E911 Emergency Network

- A. For basic 911 service, BellSouth will provide to US LEC a list consisting of each municipality in each state that subscribes to Besic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. US LEC will arrange to accept 911 calls from its end users in municipalities that subscribe to Besic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. US LEC will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, US LEC shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection (B), below.
- B. For E911 service, US LEC shall install a minimum of two dedicated trunks originating from US LEC's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per

the u-255 Law convention. US LEC will provide BellSouth daily updates to the E911 database.

- G. If a municipality has converted to E911 service, US LEC will forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, US LEC will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.
- D. BellSouth and US LEC agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it is amended from time to time during the term of this Agreement by BellSouth, shall determine the appropriate procedures and practices of the parties as to the provision of 911/E911 Access.
- E. The applicable rate elements are as set forth in Attachment C-3, incorporated herein by this reference.

X. Provision of Operator Services

- A. The parties agree to mutually provide busy line varification and emergency interrupt services pursuant to each party's published tariffs as the tariffs are amended from time to time during the term of this Agreement.
- B. BellSouth will offer to US LEC Operator Call Processing Access Service; and Directory Assistance Access Services (Number Services). Rates, terms and conditions are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.
- C. BellSouth will offer to US LEC CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-11, incorporated herein by this reference.

XI. Directory Listings

A. Subject to execution of an agreement between US LEC and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation, ("BAPCO"), substantially in the form set forth in Attachment C-1, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) US LEC's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to US LEC's subscribers.

- 8. BellSouth will include US LEC's subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge US LEC to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.
- C. BellSouth will provide US LEC a magnetic tape or computer disk containing the proper format for submitting subscriber listings. US LEC will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.
- D. BellSouth will accord (and shall cause BAPCO to accord) US LEC's directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to US LEC's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.
- E. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

Access to Telephone Numbers

- A. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that US LEC has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BeltSouth shall provide numbering resources pursuent to the SelfCore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. US LEC agrees that it will complete the NDCK code application in access to numbers. US LEC agrees that it will complete the NDCK code application in access to numbers. US LEC agrees that it will complete the NDCK code application in access to numbers. USC Section 10. This service will be as set forth in Attachment C-2, incorporated herein by this reference.
- If during the term of this Agreement BettSouth is no longer the North American Numbering Pten administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

XIII. Access to Signaling and Signaling Database

A. Each party will offer to the other party use of its signaling network and signaling databases on an unbundled basis at published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

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- BellSouth agrees to input the NXXs assigned to US LEC into the Local Exchange Routing Guide ("LERG").
- C. SelfSouth will enter US LEC line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in Attachment C-5, incorporated herein by this reference. Entry of line information into LIDB will enable US LEC's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.
- D. If US LEC utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

XIV. BellSouth's Offer of Services Available for Resale

- A. The rates pursuant by which US LEC is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Attachment D, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.
- B. US LEC may recell the tariffed telecommunications services of BellSouth. including any broadband exchange line or SynchroNeig service, subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; contract services arrangements; installment billing options; 911 and B911 services; interconnection services for mobile service providers; legislatively or administratively mandated specialized discounts (e.g., service providers; legislatively or administratively mandated specialized discounts (e.g., services provided by BellSouth agrees that US LEC may resell the broadband exchange line or Synchronet service as provided by BellSouth in any technically feasible manner alone or in conjunction with its own service offering.
- C. The provision of services by BellSouth to US LEC does not constitute a joint undertaking for the furnishing of any service.
- D. US LEC will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from US LEC for all services.
- E. US LEC will be BeltSouth's single point of contact for all services purchased pursuant to this Agreement including all ordering activities and repair cells. For all repair requests, US LEC accepts responsibility for adhering to BellSouth's

prescreening guidelines prior to referring the trouble to BellSouth. BellSouth may bill US LEC for handling troubles that are found not to be in the BellSouth network. The parties agree that BellSouth may contact US LEC's customers, if in its sole discretion it reasonably deems it necessary for maintenance purposes. BellSouth shall have no other contact with the end user except to the extent provided for herein.

- F. Either party may bill the end user for any services that the end user specifies it wishes to receive directly from either party. Both parties maintain the right to serve directly any end user within the service area of US LEC and agree not to interfere with the right of any end user to obtain service directly from the other party. Both parties will directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of the other party.
- G. In most circumstances, the current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the end user's account for which payment arrangements have not been made. Neither party will, however, make the end user's previous telephone number available to the other party until the end user's outstanding balance has been paid.
- M. BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to US LEC for a charge not less than BellSouth's cost.
- I. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
 - Interfere with or impair service over any facilities of SellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
 - 2. Cause damage to their plant;
 - 3. Impair the privacy of any communications; or
 - 4. Create hazards to any employees or the public.

US LEC assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by US LEC.

J. US LEC agrees that its resale of BellSouth services shall be as follows:

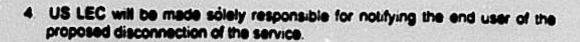


- The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
- 2. To the extent US LEC is a telecommunications carrier that serves greater than 5 percent of the nation's presubscribed access lines, US LEC shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by US LEC are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.
- 3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in BellSouth's A23 or A27 Shared Tenant Service Tariff, as appropriate.
- US LEC is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2.3.2.A. of BellSouth's tariff.
- 5. Resold services can only be used in the same manner as specified in BeltSouth's tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BeltSouth in the appropriate section of BeltSouth's Tariffs. Specific tariff features, e.g., a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of BeltSouth's Tariff referring to Shared Tenant Services.
- K. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

- L. No patent, copyright, trademark or other proprietary right is licensed, granted or other wise transferred by this Agreement. US LEC is strictly prohibited from any use, including but not limited to sale, marketing or advertising, of any BellSouth name or trademark.
- M. Services resold under BellSouth's tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth. US LEC or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.
- N. BellSouth will not perform billing and collection services for US LEC as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- O. Until such time as BellSouth receives permission from the FCC to bill the End User Common Line (EUCL) charge to US LEC, BellSouth will, on an interim basis, bill US LEC the charges shown below which are identical to the EUCL rates billed by BellSouth to its end users.

	Residential		Monthly Rate
	(a) Each Individual Line or Trunk		89.80
2.	Single Line Business (b) Each Individual Line or Trunk	•	13.00
3.	Multi-line Business (c) Each Individual Line or Trunk		10.00

- P. The procedures for discontinuing end user service purchased by US LEC for resale to an end user are as follows:
 - Where possible, BellSouth will dany service to US LEC's end user on behalf of, and at the request of, US LEC. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of US LEC
 - At the request of US LEC, BellSouth will disconnect a US LEC end user customer.
 - All requests by US LEC for denial or disconnection of an end user for nonpayment must be in writing.



- 5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise US LEC when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by US LEC and/or the end user against any claim, lose or damage arising from providing this information to US LEC. It is the responsibility of US LEC to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.
- Q. The procedures for discontinuing service to US LEC are as follows:
- 1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by US LEC of the rules and regulations of BellSouth's tariffs.
- 2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to US LEC, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice, and US LEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.
- If payment of the account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
- 4. If US LEC fails to comply with the provisions of this Agraement, including any payments to be made by it on the dates and times herein specified, BellSouth may, on thirty days written notice to the person designated by US LEC to receive notices of noncompliance, discontinue the provision of existing services to US LEC at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice, and US LEC's noncompliance continues, nothing contained herein shall preclude.



BellSouth's right to discontinue the provision of the services to US LEC without further notice.

- 5. If payment is not received or arrangements made for payment by the date given in the written notification, US LEC's services will be discontinued. Upon discontinuance of service on a US LEC's account, service to US LEC's end users will be denied. BellSouth will also reestablish service at the request of the end user or US LEC upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.
- If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.
- R. BellSouth may require US LEC to make a deposit, if evidence of good credit cannot be provided, when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves US LEC from the prompt payment of bills on presentation nor does it constitute a weiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that US LEC defaults on its account, service to US LEC will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to US LEC during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to US LEC by the accrual date.
- S. Notwithstanding any other provision of this Article XIV, BellSouth may not assess late payment charges or terminate services which it makes evailable to US LEC for resale based upon the failure of US LEC to pay amounts owing hereunder when due if such unpaid amounts have not been paid by US LEC on the basis of a bone fide dispute; however, in the event that the dispute is resolved in favor of BellSouth, late payment charges may be assessed from and after the date that such amounts were originally due and owing.

XV. Ordering of Services From BellSouth For Receis Purposes

A. The ordering and provision of services purchased from BellSouth for resale purposes by US LEC shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Reseller) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

- 8. When the initial service is ordered by US LEC, BellSouth will establish an accounts receivable master account for US LEC.
- C. BellSouth shall bill US LEC on a current basis all applicable charges and credits.
- D. Payment of all charges will be the responsibility of US LEC. US LEC shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by US LEC from US LEC's customer. BellSouth will not become involved in billing disputes that may arise between US LEC and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- E. BellSouth will render bills each month on established bill days for each of US LEC's accounts.
- F. BellSouth will bill US LEC in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual end user account level.
- G. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available U.S. funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in L following, shall apply.

M. Upon proof of tax exempt certification from US LEC, the total amount billed to US LEC will not include any taxes due from the end user. US LEC will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

- i. As the customer of record, US LEC will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.
- J. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lessor of:
 - The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that US LEC actually makes the payment to BellSouth, or
 - 0 000590 per day, compounded daily for the number of days from the payment due date to and including the date that US LEC actually makes the payment to SellSouth.
- K. Any Carrier Common Line charges (CCL) associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.
- L. In general, BellSouth will not become involved in disputes between US LEC and US LEC's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, US LEC shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with US LEC to resolve the matter in as timely a marrier as possible. US LEC may be required to submit documentation to substantiate the claim.
- M. US LEC is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by BellSouth within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon US LEC.
- M. Notwithstanding any other provision of this Article XV, BellSouth may not assess late payment charges or terminate services which it makes available to US LEC for resale based upon the failure of US LEC to pay amounts owing hereunder when due if such unpaid amounts have not been paid by US LEC on the basis of a bona fide dispute; however, in the event that the dispute is resolved in favor of BellSouth, late



payment charges may be assessed from and after the date that such amounts were originally due and owing.

XVI. Network Design and Management

- A. The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BeltSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- E. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.
- G. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.
- D. Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased.
- E. The parties agree to provide LEC-to-LEC Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.
- F. For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as state by engineering requirements for both parties.
- G. The parties agree to provide each other with the proper call information, i.e., originated call party number and declination call party number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth or US LEC provides recording capabilities. The exchange of information is required to enable each party to bill property.



- A. BellSouth will accept requests from US LEC to disconnect the service of an existing BellSouth end user. BellSouth will accept a request directly from an end user for conversion of the end user's service from US LEC to BellSouth or will accept a request from another ALEC or US LEC for conversion of the Service Provider Number Portability service associated with an end user's service from US LEC to the second ALEC. BellSouth will notify US LEC that such a request has been processed. BellSouth will not require end user confirmation prior to disconnecting the end user's service. US LEC must, however, provide proof of authorization upon request.
- B. If either party determines that an unauthorized change in local service provider has occurred, it will reestablish service with the appropriate local service provider as requested by the end user and will assess the other party an unauthorized change charge of \$19.41 per line or trunk for residence or business. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed because of the unauthorized change. These charges may be adjusted if satisfactory proof of authorization is provided.
- C. Either party may designate itself as the preferred provider of local exchange service for its own pay telephones.

XVIII. Implementation of Agreement

The parties agree that within 90 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, conversion, reconfiguration, ordering, testing, and full operational time frames. Both parties agree to provide the appropriate staff support to ensure effective implementation, administration of this Agreement and conversion of existing services to the appropriate rates contained in this Agreement. Any changes in billing to US LEC shall be as of the effective date of this Agreement. The implementation schedule shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference.

XIX. Auditing Procedures

A. Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be accordance. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by

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the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

- B. For combined interstate and intrastate US LEC traffic terminated by BellSouth over the same facilities, US LEC shall provide a projected Percentage Interstate Usage ("PIU") as defined herein to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply to US LEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.
- C. BellSouth reserves the right to periodically audit services purchased by US LEC for the purposes of resale to confirm that such services are being utilized in conformity with this Agreement. US LEC agrees to make any and all records reasonably related to such conversion available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Agreement, US LEC shall be notified and billing for the service will be immediately changed to conform with this Agreement. Service charges, back billing and interest may be applied.
- (interfere with the business of the party being sudited.

XX. Liability and Indomnification

- A. With respect to any claim or suit by US LEC, an US LEC customer or by any other person or entity, other than for willful misconduct or gross negligence, for damages associated with any of the services provided by BellSouth pursuant to this Agreement or otherwise, including but not limited to the installation, provision, preemption, termination, maintenance, repeir or restoration of service, and except as provided in C. through G. following, BellSouth's liability shall not exceed an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected.
- B. With respect to any claim or suit by BellSouth, a BellSouth customer or by any other person or entity, other than for willful misconduct or gross negligence, for damages associated with any of the services provided by US LEC pursuant to this Agreement or otherwise, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to

the provisions of B. through G. following, US LEC's liability shall not exceed an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected.

- Neither party shall be liable to the other party for any act or omission of any other telecommunications company not a party to this Agreement providing a portion of a service.
- Neither party is liable for damages to the other party's terminal location. POI or customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by the party's gross negligence or willful misconduct.
- Each party shall be indemnified, defended and held harmless by the other Æ against any claim, loss or damage arising from a party's use of services provided by the other party under this Agreement, involving: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from a party's own communications; 2) Claims for patent infringement arising from acts combining or using the service furnished by the other party in connection with facilities or equipment furnished by the other party or the other party's customer; 3) any claim, loss, or damage claimed by a customer, arising from the party's use of services provided by the other party under this Agreement; or 4) all other claims arising out of use of services provided pursuant to this Agreement.
- Neither party assumes liability for the accuracy of the data provided to it by the other party and each party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, injury whatsoever, that may result from the accuracy of data provided in conjunction with the provision of any service provided pursuant to this Agreement.
- Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Each party shall be indemnified. defended and held harmless by the other from any and all claims by any person relating to the other party or the other party's customer's use of services so provided.
- No license under patents (other than the limited license to use) is granted or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Each party will defend the other against claims of patent infringement arising solely from the use by the other party of services offered pursuant to this Agreement and will indemnify the other party for any damages awarded based solely on such claims.
- Both parties' failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil



commotion, criminal actions taken against either party, acts of God and other circumstances beyond the party's reasonable control.

J. This obligations of the parties contained within this section shall survive the expiration of this Agreement.

XXI. More Favorable Provisions

- A. The parties agree that if -
- the Federal Communications Commission ("FCC") or the Commission finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations, or
- 2. the FCC or the Commission preempts the effect of this Agreement, then, in either case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or Commission action giving rise to such negotiations. The parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation or preemption.
- In the event that BellSouth, either before or after the effective date of this Agreement, enters into an agreement with any other telecommunications carrier (an 'Other Interconnection Agreement') which provides for the provision within a particular state covered under this Agreement of any of the arrangements covered by this Agreement to be provided in a particular state upon rates, terms or conditions that differ in any material respect from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), then except as provided in Section XXI.F. BellSouth shall be deemed thereby to have offered such arrangements to US LEC for that state upon such Other Terms, which US LEC may accept as provided in Section XXI E. In the event that US LEC accepts such offer within sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or within thirty (30) days after US LEC acquires actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms for such arrangement for the particular state shall be effective between BellSouth and US LEC as of the effective date of such Other Interconnection Agreement. In the event that US LEC accepts such offer more than sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or more than thirty (30) days after acquiring actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may

be, such Other Terms shall be effective between BellSouth and US LEC as of the date on which US LEC accepts such offer.

- In the event that after the effective date of this Agreement the FCC or the Commission enters an order (an "Interconnection Order") requiring BellSouth to provide within a particular state covered under this Agreement any of the arrangements covered by this Agreement to be provided in a particular state upon Other Terms, then upon such Interconnection Order becoming final and not subject to further administrative or judicial review, except as provided in Section XXI.F. BellSouth shall be deemed to have offered such arrangements in that state to US LEC upon such Other Terms, which US LEC may accept as provided in Section XXI.E. In the event that US LEC accepts such offer within sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms for such arrangement for the particular state shall be effective between BellSouth and US LEC as of the effective date of such Interconnection Order. In the event that US LEC accepts such offer more than sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and US LEC as of the date on which US LEC accepts such offer.
- D. In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate or interstate tariffs (each, an "Interconnection Tariff") offering to provide in a particular state covered under this Agreement any of the arrangements covered by this Agreement to be provided in a particular state upon Other Terms, then upon such Interconnection Tariff becoming effective, except as provided in Section XXI.F, BellSouth shall be deemed thereby to have offered such arrangements in that state to US LEC upon such Other Terms, which US LEC may accept as provided in Section XXI.E. In the event that US LEC accepts such offer within sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms for such arrangements for the particular state shall be effective between BellSouth and US LEC accepts such offer more than sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and US LEC as of the date on which US LEC accepts such offer.
- E. In the event that BellSouth is deemed to have offered US LEC the arrangements covered by this Agreement upon Other Terms, US LEC in its sole discretion may accept such offer either
 - 1. by accepting such Other Terms in their entirety; or
- by accepting the Other Terms that directly relate to any of the following arrangements as a whole:

- local interconnection.
- b. interLATA and IntraLATA toll traffic interconnection.
- c. unbundled access to network elements, which include: local loops, network interface devices, switching capability, interoffice transmission facilities, signaling networks and call-related databases, operations support systems functions, operator services and directory assistance, and any elements that result from subsequent bone fide requests,
 - d. access to poles, ducts, conduits and rights-of-way,
 - e. access to 911/E911 emergency network.
 - f. collocation, or
 - g. access to telephone numbers.

The terms of this Agreement, other than those affected by the Other Terms accepted by US LEC, shall remain in full force and effect.

- F. Corrective Payment. In the event that -
- BellSouth and US LEC revise this Agreement pursuant to Section XXI A, or
- 2. US LEC accepts a deemed offer of Other Terms pursuant to Section XXI.E, then BellSouth or US LEC, as applicable, shall make a corrective payment to the other party to correct for the difference between the rates set forth herein and the rates in such revised agreement or Other Terms for substantially similar services for the period from the effective date of such revised agreement or Other Terms until the date that the parties execute such revised agreement or US LEC accepts such Other Terms, plus simple interest at a rate equal to the thirty (30) day commercial paper rate for high-grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in The Wall Street Journal.

XXII. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legand and

ORDER NO. PSC-97-070 DOCKET NO. 970345-TP

that the information will be returned to the owner within a reasonable time. parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect information received as they would use to protect their own confidential and proprietary information.

Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the information or lawfully disclosed by a nonparty to this Agreement without restriction on disclosure; 2) lawfully obtained from any source other than the owner of the Information without restriction on disclosure; or 3) previously known to the receiving party without an obligation to keep it confidential; 4) is required to be disclosed by judicial or administrative action provided that the party intending to disclose the information pursuant to this Agreement shall have first advised the other party of the proposed disclosure and shall have taken reasonable steps to ensure the confidentiality of the Information.

XXIII. Resolution of Disputes

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the individuals in each company that negotiated the Agreement. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

XXIV. Limitation of Use

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

XXV. Walvers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXVI. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

XXVII. Arm's Length Negotiations

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

XXVIII. Notices

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

BellSouth Telecommunications, Inc. Rich Dender, Acct. Manager South E4E1 3535 Colonnade Parkway Birmingham, AL 35243

US LEC of North Carolina L.L.C. Executive Vice President-Regulatory and Administration Suite 1540 212 S. Tryon St. Charlotte, NC 28281

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

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

XXIX. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior (but not contemporaneous) agreements between the parties, relating to the subject matter contained herein and merges all prior and contemporaneous discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BeilSouth Telecor	itions,	Inc
Signature / //		
Title		7
:- / z /ne		

US LEC of North Carolina, L.L.C.

Signature

EVP of Regulatory and Administration
Title

November 8, 1996

Allechment 6-1 Local Interconnection Service

Service: Local Interconnection?

Description: Provides for the use of Berthoush Suitching and transport facilities and common autocritic plant for connecting carle business on ALBC's Point of Interface (PDI) and a Berthouth and user.

It can also be used to connect cate between an ALBC and an increachings Corner (IC), and independent Exchange Telephone Company (ICO), or a Mobile Service Service Provider (MSP), or between two ALBCs.

E in formation on a partitude basis. Thursty are differentiated by traffic type and discontentials. There are traffic by (1) Local and (2) information; Local represents traffic from the ALSE's POI to a Serificula tundem or and office and insuran represents traffic originated or terminated by an ALSE which is inspected with an IC, ICO, MOP or another ALSE.

flates and charges will be applied as indicated bolow.

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Service: Local Interconnections (Contra)

Local Interconnection Service

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Attachment B-2

Local Interconnection Service

Service: Toll Switched Access

Description: Provides the Switched Local Channel, Switched Transport, Access
Tandom Switching, local and office switching and end user termination
functions necessary to complete the transmission of ALEC intrastate

and interstate calls from outside the Bell South's basic local calling area.

Provided in the terminating direction only. Provides trunk side access to a BellSouth tendemiend office for the ALEC's use in terminating long distance communications from the ALEC to BellSouth and users.

Provided at BellSouth tandemiend office as trunk side terminating switching through the use of tandemiend office trunk equipment. The switch trunk equipment may be provided with wink start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is provided.

Provided with multifrequency address or out of band signaling. Ten digits of the called party number, as appropriate, will be provided by the ALEC's equipment to a BellSouth tandemiend office.

State(s): All

Rates, Terms and Conditions:

In all states, rates, terms and conditions will be applied as set forth in Sections E3 and E6 of BellSouth Telecommunication's, inc.'s Intrastate Access Service Teriffs and in Sections 3 and 6 of the BellSouth Telecommunication's, inc. Interstate Access Tariff, F.C.C. No. 1.

Attachment 8-3

Local Interconnection Service

Service: Service Provider Number Portability-Remote

Description: Service Provider Number Portsbillity (SPNP) is an interim service arrangement provided by BettSouth to ALECs whereby an end user, who switches subscription to local exchange service from BettSouth to an ALEC, is permitted to retain use of the existing BettSouth assigned telephone number provided that the end user remains at the same location.

SPNP-Remote is a telecommunications service whereby a call dieled to an SPNP-Remote equipped telephone number, assigned by BetSouth, is automatically ferwarded to an ALEC assigned seven or ten digit telephone number within BetSouth's basic local calling area as defined in Section A3 of BetSouth's General Subscriber Service Tariff. The forwarded-to number is specified by the ALEC.

SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the ALEC specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis, and are in addition to the rate for SPNP-Remote service.

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	Heathy Riss	Manual Res	Nenrecurring Charge
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Georgie	\$1.76	90.78	- Carlotte Company
Kentucky	\$1.50		121.00
Louisiana	81.80	80.79	\$35.00
Mississiani		90.75	\$25.00
N.Carolina	\$1.79	\$0.78	\$25 00
	\$1.50	80.78	\$25.00
B.Careline	81.80	90.76	525 00
l'onneces	8179	9075	\$27.00

Attachment B.4

Local Interconnection Service

Service: Service Provider Humber Portability-Direct Inward Dialog (DIDP

Description: Service Provider Humber Pertability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC is permitted to rotain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

> SPNP-DID provides trunk side access to Bottlouth and office switched for direct inward dialing to ALEC premises from the injecommunications network directly to lines associated with ALEC switching equipment.

\$5145-DID will be evallable on either a DBC. DB1 or DB3 basis.

SPNP-DID Trunk Termination will only be provided with \$57 Signaling at rates set forth in ES of BeltBouth Telecommunication's, Inc.'s Intractate Access Tariffe.

Direct facilities are required from the BeltSouth and office where a period number resides to the ALEC and office serving the ALEC and user.

State(s):	Alebeme				Florida			
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State(a):	Coorsia	PARTY OF THE PARTY			
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Attechment 8.4

Local Interconnection Service

Service: Service Provider Number Pertability-Direct Inward Dialed (DID)* (Cent's)

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[&]quot;Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section SS of BallSouth Telecommunication's Inc.'s introduce Access Taniff.

[&]quot;May not be required if the ALEC is collected at the period number and office.



Unbundled Products and Services and New Services

Service: Subscriber Listing Information

Description: Subscriber primary listing information provided at no charge and

in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for

BellSouth at no charge to each ALEC end user customer.

State(s): All

Rates: (1) No charge for ALEC-1 customer primary listings.

(2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate

General Subscriber Services Tariffs.

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DOCKET NO. 970345-TP

9/3/96

		AGR	EEMENT		
In cont	ideration of th	e mutual prog	ises contained	herein, BellSou	
a rublishing	corporation, a	Georgia corso	ration CRAPC	hereia, BellSou O') and	a Advertising
•	COLD	oration ("CAR	RIED'S	~ /	
			Mark I miles !	IS IDUOWS:	

RECITALS. BAPCO is the publisher of alphabetical and classified directories for certain communities in the southeastern region of the U.S (the "Directories"). CARRIER provides, or intends to provide, local exchange telephone service in communicies in which BAPCO publishes Directories. BAPCO and CARRIER hereby establish the terms by which BAPCO will include listings of CARRIER subscribers in such Directories and by which BAPCO will provide such Directories to CARRIER.

2. CARRIER ORLIGATIONS. CARRIER agrees as follows:

- CARRIER shall provide to BAPCO, or its designes, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer same, address, telephone number and all other information reasonably requested by BAPCO as set forth on Exhibit A for use by BAPCO and its affiliates and agence in publishing Directories of whatever type and format and for other derivative purposes. Such subsettler listing information shall be provided in the format and on the schedule set forth in said Exhibit, or as otherwise mutually agreed between the parties from time to time.
- CARRIER shall also provide directory delivery information to BAPCO as W set forth in Exhibit A for all subscribers.
- CARRIER shall advise BAPCO promptly of any directory-related inquiries, requests or complaints which it may receive from CARRIER subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.
- (d) CARRIER shall respond promptly regarding corrections or quaries raised by BAFCO to process listing changes requested by subsatilers.

RAPCO ORLIGATIONS. BAPCO agree or follows: 3.

(a) BAPCO shall include one standard listing for each CARREER subset per leasing group in BAPCO's appropriate local alphabetical Directory so published periodically by BAPCO unless needlated or neequablished status is designated by subscribers. Such listings shall be interfiled with the listings of other local evaluage telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards



- (b) BAPCO shall publish additional listings, foreign listings and other alphabetical Directory listings of CARRIER subscribers upon their request consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories at BAPCO's prevailing rates, terms and conditions.
- (c) BAPCO will distribute its regularly published alphabetical and classified Directories to local CARRIER subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new CARRIER service, if a current Directory for that geographic area has not previously been provided. Such deliveries may include separate advertising materials accompanying the Directories.
- (d) BAPCO will include CARRIER information in the customer guide pages of its alphabetical Directories for communities where CARRIER provides local exchange telephone service at the time of publication in accordance with BAPCO's prevailing standards for the same. CARRIER will provide information requested by BAPCO for such purpose on a timely basis.
- (e) BAPCO shall make evailable at so charge to CARRIER or its subscribers one listing for CARRIER business customers per hunting group in one appropriate heading in BAPCO's appropriate local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards.
- (f) BAPCO agrees to solicit, accept and publish directory advertising from business subscribers for CARRIER in communities for which BAPCO publishes classified Directories in the same manner and upon substantially the same terms as it solicits, accepts and publishes advertising from advertisers who are not CARRIER subscribers.
- PLING POLICIES. BAPCO shall maintain full surhority over its
 publishing schedules, policies, standards, and practices and over the scope and publishing
 schedules of its Directories.

5. LIABILITY AND INDENDITY.

- (a) BAPCO's Hability to CARRIER for any arrors or emissions in directories or for any default otherwise erising horounder shall be limited to One Dollar (\$1) for errors or emissions in any subscriber listing in any directory published by BAPCO.
- (b) Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expresse, including without limitation costs and attenuate flux, to the extent of such party's relative flux, arising out of or resulting from any cover, emission or act of such party herounder. CARRIER agrees to limit in liability and that of BAPCO by contract with CARRIER's subscribes or by tariff to so more than the cost of service for any errors or emissions in any listings published herounder for

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CARRIER subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

- 6. LIMITATION OF LIABILITY. BAPCO's liability to CARRIER for any errors or omission directories or for any default otherwise arising bestunder shall be limited to One Dollar (\$1) for any error or omission in any subscriber listing in any directory published by BAPCO.
- 7. IERM. This Agreement shall be effective on the date of the last signature hereto for a term of two (2) years and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty days prior written notice.
- 8. ASSIGNMENT. This Agreement shall be binding upon any successors or seeigns of the parties during its Term.
- 9. <u>RELATIONSHIP OF THE PARTIES</u>. This Agreement does not create any joint venture, partnership or employment relationship between the parties or their employees, and the relationship between the parties shall be that of an independent contractor. There shall be no intended third party beneficiaries to this Agreement.

10. NONDISCLOSURE

- (a) During the term of this Agreement it may be necessary for the parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such information from distribution, disclosure or dissemination to anyone except its employees or contrastes with a need to know such information in conjunction herewith, except as otherwise authorized in writing. All such information shall be in writing or other taughtic form and clearly marked with a confidential or proprietary legend. Information conveyed only shall be designed as proprietary or confidential at the time or such one conveyence and shall be reduced to writing within flory-five (45) days.
- (b) The parties will not have an obligation to protest any parties of Information which: (1) is made publicly available lawfully by a semparty to this Agreement; (2) is involving obtained from any source other than the providing party; (3) is proviously known without an obligation to keep it confidential; (4) is released by the providing party in writing; or (5) communicing two (2) years after the termination date of this Agreement if such information is not a todo source under applicable law.
- (c) Each party will make copies of the information only as accessary for its use under the terms bereaf, and each resh copy will be marked with the same proprietary

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notices as appear on the originals. Each party agrees to use the Information solely in support of this Agreement and for no other purpose.

- 11. FORCE MAJEURE. Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike, riot, embarge, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to ameliorate the effects thereof.
- 12. PUBLICITY. Neither party shall disclose the terms of this Agreement nor use the trade names or trademarks of the other without the prior express written consent of the other.

13. REPRESENTATIVES AND NOTICES.

- (a) Each party shall name one or more representatives for contacts between the parties which shall be authorized to act on its behalf. Such representatives may be changed from time to time upon written notice to the other party.
- (b) Notices required by lew or under this Agreement shall be given in writing by hand delivery, certified or registered mail, or by facsimile followed by certified or registered mail, addressed to the named representatives of the parties with copies to:

If to BAPCO:

Director-LEC/BST Interface

BollSouth Advertising & Publishing Corporation
Rosss 270

59 Executive Park South
Atlanta, GA 30329

With Copy to:

Vice President and General Council BellSouth Advertising & Publishing Corporation Room 430 39 Executive Park South Atlanta, GA 30329

If to CARRIER:	

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14. MISCELLANEOUS. This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and for understandings by and between the parties, whether express or implied, are superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Goorgie.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

PUBLISHING CORPORATION	CARRIER:
By: (Signature)	By:
Name:	(Signature) Name:
Title:	Tide:
Date:	

970345-TP

ACCIONT INFORMATION SECTION (Items in this section are mandatory)

- 1. Main Telephone Number: Main line of telephone service that all other numbers are associated to. (Area Code/NXX/Line Numbers)
- 2. Published Telephone Number: Telephone number to appear in the directory.
- 3. Old Telephone Number: If the number is changing, enter the OLD Telephone Number.
- 4. Type of Directory Service: Bus (Business) or Res (Residence)
- 5. Order Type: N New connect order; D Disconnect service order; C Change of listings; R Directory delivery
- 6. Due Dete: Date that service is requested.
- 7. Carrier Name: The name of the local exchange carrier and operating company code.
- 8. Carrier Number: Operating Company Number

PRIMARY LISTING INFORMATION SECTION (Bosss in this section are mandatory)

- 9. Listed Name: The way the listing is to appear in the directory. (maximum 1,000 characters including meces) Caption arrangements should be formatted per guidelines. Non-Peb or Non-List situations should be indicated.
- 10. Listed Address: Current address may include street number street name, city, state, and zip code. (Note: P.O. Box or Route not acceptable). Omitted address shown as (OAD). (maximum 250 characters)
- 11. Service Address: Physical location of the telephone.
- 12. Community Name: The name of the community where the listing appears. (i.e.: the Atlanta Directory may have a Community name of Buckhood).
- 13. Zin code: 5 or 9 character code.
- 14. Yellow Pages Heading: The Yellow Page heading where customer wants his listing to appear. (Valid for Basiness Primary Listings only).
- 15. Diseasory Name: Name of the directory where Customer desires listing to appear (including town section if applicable). If sensiatent with existing central office and directory configuration, listing will be included. If different, a Foreign Listing will be charged. Directory appearance entitled frue is based on the central office profits. Entitlement for appearance in other directories will be at the rate of a Foreign Listing (FL).

BILLING INFORMATION SECTION (Items in this section are requested but optional)

- 16. Billiag: Name to appear on bill.
- 17. Billing Address: Street number, street name, city, state, zip.
 18. Contact Telephone Member: Telephone number to contact regarding billing.
- machie Person: Owner's name or partners' names or 2 corps
- 29. Type of Connecting: Solo owner; Pertnership or Corporation
 21. Ten ID Humber or Social Security Number: If solo owner, must have social security number.

DURECTORY DELIVERY DIFFORMATION SECTION (frame in this section are mandatory)

- 22. Mama: Personal or business name. 23. Delinary Address: Street number, er, street name, city, state, sin ends of where directories are to be delivered.
- 24. <u>Disneters (Book ID):</u> Bolt code of the directory.

 25. <u>Number of books cour.</u> for immediate delivery/replacement
- 24. Martier of backs sequelly: 0 3 residence, 0 5 business, then asystiated.

REMARKS SECTION (As required)

27. Remarks: From flow field used by Carrier for any additional information

PRIVATEPROPRIETARY

Contains private and/or proprietary information. May not be used or disclose extends the Belliauth companies exemple pursuant to a unition agreement.

BARCO Bellveraking

ATTACHMENT :

Eublication Schoolnies

in the subsequent directory. This date sho represents the close date for adventising activity into the Yellow Pages. BAPCO will provide to all carriers a printed copy of the publication schedules for all directories within the area served by the carrier. This schedule will include the name of the directory, the directory bolt code, the business office s and the issue date. The business office close date represen e last day to receive activity for appearance

The issue date represents the mid-point of delivery of the new directory and the date at which new directory billing will begin for the directory being delivered. The length of the delivery period will very depending upon the size of

Yather Pages Bonding

BAPCO will provide a printed version of the Yollow Pages Heading file which will include all Yellow Pages handings ellowed by BAPCO, the Yellow Pages heading code and the associated SIC code. This material would be utilized to assist the business customer in identifying where they would like representation in BAPCO's classified Yellow Pages

Carnesse Man

BAPCO will provide a coverage map for its major directories identifying broadly the geographic area served by de major directory. These maps will be provided only for the major directories in the area served by the carrier.

Castral Office Table

BAPCO will provide two printed vertices of what is called the ABC white. Version 1 of this report, identifies by NPA and is separate by commit office in which directory a customer is entitled to appears. Version 2 of this report reflects the directory names and all caseral offices appearing white these directory.

Links Specification

BAPCO will provide a condensed prisend version of listing specifications reflecting the rules and regular reporting listing appearance in both the white and yellow pages.

Albitration Told

NATION will provide a prised way of the marked absorbitions dilited for given among these of datum, titles of the prised of the control of the c

Zatziga Directory Name Tobb

SAJCO will provide a list of all family diversely names to be used in the presenting of family listing re-field is a required changes in the constituteness of family listings.

Carlone Guide Page Apparents Provident

BAJCO will provide the listing operation under the error of Equalitating Service. Sitting and Repair is the Common Guide Service of the White Paper for discounts when a country operation of the White Paper for discounts account operation. These provides identify two per listing to appear and presidents for providents LEC specific paper.

Unbundled Products and Services and New Services

Service: Access to Numbers

Description: For that period of time in which BellSouth serves as North American

Numbering Plan administrator for the states in the BellSouth region, BellSouth will assist ALECs applying for NXX codes for their use in

providing local exchange services.

State(s): All

Rates: No Charge

ORDER NO. PSC-97-0702-FOF-TP Attachment C-3

DOCKET NO. 970345-TP
DOCKET NO. 970345-TP
Unbundled Products and Services and New Services

Service: Access to 911 Service

Description: Provides a universal, easy-to-remember number which is recognized nationally as the appropriate number to call in an emergency.

Additionally, ALEC-1 must provide a minimum of two dedicated trunk groups originating from ALEC-1's serving wire center and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from ALEC-1's point of interface to it's serving wire center and Switched Dedicated Transport to the 911 tandem, may be purchased from BeltSouth at the Switched Dedicated Transport rates set forth in Section ES of BottSouth Telecommunication's Inc.'s Introstate Access Service Tariffa.

State(s): AM

Rates: Will be billed to appropriate municipality.

Unbundled Products and Services and New Services

Service: 808 Database

Description: Provides for utilization of the BellSouth 800 Service Control Points for obtaining 800 Service routing information.

900 Database service is provided using a common nationwide 900 Database. The BellSouth network components utilized in the provision of this service are the Service Switching Point (SSP), the Common Channel Signaling Seven Network, the Signal Transfer Point (STP), and the Service Central Point (SCP). Additionally, the Service Management System functions nationally as the central point for the administration of all 900 numbers and downloads 900 number information to BellSouth's SCPs.

ALEC's with STPs will be able to connect directly to BellSouth local or regional STP for obtaining 800 detabase routing information from BellSouth's SCP and will not be required to order FGD or TSBSA Technical Option 3 Service. For this connection the ALECs may utilize Signaling System Seven Terminations interconnected in Birmingham, AL and Atlants, GA with BellSouth's local or regional STP.

State(s): All

Rates, Terms and Conditions:

in all states, the 500 Database rates, terms and conditions will be applied as set forth in Sections E2, E5, E5 and E13 of BellSouth Telecommunication's, inc.'s intractate Access Service Tariffs.

ORDER NO. PSC-97-0702 DOCKET NO. 970345-TP

Unbundled Products and Services and New Services

Service: Line Information Database (LIDS)- Storage Agreement

The LIDS Storage Agreement provides the terms and Description:

conditions for inclusion in BellSouth's LIDB of billing number information associated with BellSouth exchange lines used for Local Exchange Companies' resale of local exchange service or Service Provider Number Portability arrangements requested Local Exchange Companies' on behalf of the Local Exchange company's and user. BellSouth will store in it's database, the relevant billing number information and will provide responses to on-line, call-by-call queries to this information for purposes of Billed Number Screening, Calling Card Validation and Fraud Control.

Each time an ALECs data is used BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDS Validation rate per query as displayed in Attachment C-6 following.

State(s): All

Rates: No Charge

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LINE INFORMATION DATA BASE (LIDS) STORAGE AGREEMENT

This Agreement, effective as of	. 1996, is
entered into by and between BellSouth Telecom	munications, Inc. ("BST"), a Georgia
corporation, and	
("Local Exchange Company"), a	corporation.
their fully authorized officers.	

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum No. 1 are hereby made a part of this Agreement as if fully incorporated herein.

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- B. LIDB is accessed for the following purposes:
 - 1. Billed Number Screening
 - 2. Calling Card Validation
 - 3. Fraud Control
- C. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers: monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it

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includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement.

Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.
- (c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.
- (d) BST shall not become involved in any disputes between Local Exchange

 Company and the entities for which BST performs billing and collection. BellSouth will not

 issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall

ORDER NO. PSC-97-0702-FOF-TP

the the tesponsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments."

II. TERM

III. FEES FOR SERVICE AND TAXES

- A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise

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specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every-reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

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- C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.
- D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

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G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

	S. INC
	West of
By: Junallie	-
Title: Ducker	
Date: _11/12/76	
Address: Zilli FCC	
6.15 that doubter Street, w. F.	
Attempte Garages 80375	The same
THE LOCAL EXCHANGE COMPANY	
By:	
Title:	Mark Control
Date:	
Address:	552200

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(Facilities Based)

ADDENDUM NO. I TO LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

	ruis vocesamm Mo	. I to the Line Info	rmation Data Base St	orage Agreement dated
		. 199	_, between BellSout	Telecommunications, Inc
("BS	(*), and			
("Loc	al Exchange Company	"). effective the _	day of	, 199

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number a ten digit number that identifies a telephone line administered by the Local Exchange Company.
- C. Special billing number a ten digit number that identifies a billing account established by the Local Exchange Company.

- D. Calling Card number a billing number plus PIN number.
- E. PIN number a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- G. Billed Number Screening refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- Billing number information information about billing number. Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

- A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both parties.
- B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused

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by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

- C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:
- Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.
- Determine whether the Local Exchange Company or the subscriber has
 identified the billing number as one which should not be billed for collect or third number calls,
 or both.
- E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

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IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOU	ILITELECOMMUNICATIONS INC
_ /	1011
By: 🛌	hall le
Title:	Dulist
Date:	·luine
Address:	rices but
675 Kis	+ Princette Street . W.F.
	GREYIN 30315
THE LOCA	AL EXCHANGE COMPANY
By:	
Title:	
Date:	
Address:	

ORDER NO. PSC-97-0702 OF TP DOCKET NO. 970345-TP

(Resale)

ADDENDUM NO. I TO LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

This Addendum N	o. I to the Line I	nformation Data Base Storage Agreement dated
	199	_, between BellSouth Telecommunications. Inc.
("BST"), and		("Local Exchange Company"), effective
the day of	, 199	

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

- C. Special billing number a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.
 - D. Calling Card number a billing number plus PIN number assigned by BST.
- E. PIN number a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- G. Billed Number Screening refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- Billing number information information about billing number or Calling Card
 number as assigned by BST and toll billing exception indicator provided to BST by the Local
 Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

- B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements. BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.
- C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:
- Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.
- Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

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IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS. IN
-(1 210.
By:
Title: Dicky
Date: 11/17/96:
Address: Z'ILUY RSC.
6.15 West Princitres Street N.E.
Att what Congress Desir
THE LOCAL EXCHANGE COMPANY
By:
Title:
Date:
Address:

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Attachment C-6

Unbundled Products and Services and New Services

Service: Line Information Database Access Service (LIDB) - Validation

Description: Provides a customer the ability to receive validation of billing

information through query of data stored in BellSouth's LIDB data base.

See below for additional information.

State(a): All

Rate Elements	Concription	Monthly	Non- Recurring
LIGO Common Transport	Provides for transport of the customer's query from the LIDB Location (RSTP) to the data base (SCP). This charge will apply each time the customer requests and receives the status of a billed number requests and receives the status of a billed number associated with a LEC line started in the BetSouth LIDB.	\$0,00030	15523C32-458
LECS Validation	Provides for query of data resident in BetSouth's LIDS. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in BetSouth's LIDS.	\$0 03000	•
	As set forth in Attachment C-S (LIDB Storage Agreement), proceeding, each time an ALEC data is used, BellSouth and compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query.		
Originating Point Code Establishment or Change	Provides for the establishment or change of a customer requested Originating Point Code. This charge will apply each time the customer establishes or changes a point code destination identifying one of his leastlens or a location of one of his and users.	-	\$91.00
CS7 Signating Connections	Robbs, terms and conditions for CCS7 Signaling Connections are as set furth in Section 88.8 of SetBook Tolerommunication's Inc.'s Introducts Assess Sentess Touts.		

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Attachment C-7

Unbundled Products and Services and New Services

Service: Signaling

Description: Provides for connection to and utilization of BellSouth's

Signaling System 7 network for both call setup and non-call

setup purposes.

State(s): All

Rate Elements	Monthly Rate	Recurring Rate	Non- Recurring	Applied Per
CCS7 Signaling Connection Provides a two-way digital S6 Kbps dedicated facility connecting a customer's eignaling point of interface in a LATA to a BetSeuth STP. Each customer's connection requires either a peir or a qued of eignaling connections.	\$198 co	-	\$\$10.00	\$6 Kpbs facility
CCB7 Signaling Termination Provides a customer dedicated point of interface at the BetSouth STP for each of the customer's SB7 connections.	\$384 00		•	STP Port .
CCS7 Signaling Usager* Refers to the messages traversing the BellSouth signaling network for call sel-up and non-call sel-up purposes.	-	\$0.000023 \$0.0000\$0	Control of the Contro	Call Set Up Meg. TCAP Meg.
CCS7 Signaling Usage Surregular	\$395.00	•	-	56 Kpbs facility

"Where signaling usage measurement and billing capability exists. CCS7 Signaling Usage will be billed on a per message base. Where measurement capability does not exist. CCS7 Signaling Usage Surregate will be billed on a per 56 Kbps facility base.

Unbundled Products and Services and New Services

Service: Operator Call Processing Access Service

Description: Provides Operator and Automated call handling. This includes

processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides customized call branding; dialing instructions; and other operator assistance

the customer may desire.

Rate Elements	State(s)	Monthly Recurring	Applied Per
Operator Provided Call Handling	All	81.17	Per Work Minute
Call Completion Access Termination Charge This charge will be applicable per call attempt and is in addition to the Operator Provided Call Handling charge listed above.	Alabama Florida Georgia Kantucky Louisana Missasappi N Carolina S Carolina Tennesses	\$0 08 \$0 08 \$0 08 \$0 08 \$0 08 \$0 08 \$0 08	Per Call Attempt
Fully Automated Call Handling	All	80 15	Per Attempt
Operator Services Transport Coerator Services transport rates, terms and con Telecommunication's, inc 's intrastate Access Se	ditions are as so	it fárth in ES af S c	H South



Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: See below

Rate Elements		Storotes	Monthly
Directory Assistance Call Completion Access Service	Optional service previous to an Access subscriper of Bellaudins OA Access Service	M	10 25
	Green a liabel Washing number at the request of an Access subscriber's and user. Bertauth will provide or attempt to provide from the DA Operator System, call compation to the number requested.		(per cal arange
	All local and intrates call completion prompts are routed over an interest truck facility directly to the terminating and office that spread the designated number. An Automotic Message Account (AMA) record that includes compression time, engineers, terminating, and being number details a most for each call completion attempt. The record is in addition to the record mode for the DA transposion.		
Call Completion Access Termination Charge	The charge and the applicable per cell alternations on a section to the DACC Access Service charge letted assess.	Actorno Force George Harducky Laurens Manager N Caronno S Caronno Torressoo	50 08 50 08 50 08 50 08 50 08 50 08 50 08 50 08
lumbar Sarvices Intercept Access Sarvice	Number Services intercept Access refers calls from deconnected numbers to the proper number or numbers.	•	10 25 per mercept
	A separate destinated intercept think facility to the Number Services owners for intercept cashs is required. Standard think segrating is used to send the intercepted number to the Number Services owner and a destinate however is professional to interce the referred number. The referred number is provided to the cating party by a mathematic outside provided in the cating party by a mathematic outside provided to the cating party by a mathematic outside provided to the party of the cating party by a mathematic outside provided to the party of the cating party by a mathematic outside the cating party by a		
Directory Assistance Service Cell	Radian, terms and conditions and to copied as and furth in 88 1.7 for Courage and as assistant in 89.8 3 for ALPLIFY LAMBING SC.TH of But South Telegraphy and south Telegraphy and the South South Access South Telegraphy		
Directory Transport	Rosso, surms and conditions will be expliced as out furth in \$5.1.7 for Georges and as out furth in \$5.5.2 for ALFLIFY, LAMB, NC. SC. TN of Satisfacts Transport Assess Sorres Turif.		
Prestory Assistance Interconnection	Rooms come and conditions and to contain as and form in ES 1.7 for Georgia and as and form in ES 2.3 for ALPLINY, LAMB, NC. SC. Till of Service Transport Assessment to the Service Assess Service To E.		
Directory Actions Detector Service	Rates, turns and conditions sell be applied as set forth in ASB 1 of SetSouth Telecommunications into it Constit Subserver Serves Territ	X	
Direct Access to DA Service	Rates, turns and conditions will be applied as set forth in Seaton 9.3 of Settle-United Trianger Constitution in the 19 Interested Access Service Territ	F C C No 1	Tall

Unbundled Products and Services and New Services

Service: Busy Line Verification and Emergency Interrupt

Description: ReliSouth will provide Inward Operator Service for Busy Line

Verification and Verification and Emergency Interrupt.

State(s): All

Rates, Terms and Conditions: In all states, rates, terms and conditions will be applied as set forth in Section E18 of BellSouth Telecommunication's, Inc.'s Intrastate Access

Service Tariff.

Unbundled Products and Services and New Services

Service: Centralized Message Distribution System - Hosting (CMDS-Hosting)

Description: CMDS-Hosting is the Belicore administered national system

used to exchange Exchange Message Record (EMR) formatted message data among host companies.

All intraLATA and local messages originated and billed in the BellSouth Region involving BellSouth CMDS hosted companies will be processed through the Non-Sent Paid Report System described in Attachment C-12 following.

State(s): All

Rate Elements	<u>Cecertation</u>	Monthly
Message Distribution	Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate. This charge is applied on a per message basis.	\$0 004
Data Transmission	This charge is applied on a per message basis.	\$0.001



Unbundled Products and Services and New Services

Service: Non-Sent Paid Report System (NSPRS)

NSPRS includes: 1) a mechanized report system that Description:

provides to the BellSouth CMDS hosted companies within the BellSouth Region Information regarding Non-Sent Paid message and revenue occurring on calls originated and and billed within the BellSouth region; 2) distribution of **Belicore** produced Credit Card and Third Number System (CATS) reports and administration of associated elements; 3) distribution of Belicore produced non-conterminous

CATS reports and administration of associated settlements.

State(s): All	Billing and Collections Fee Retained by Billing Co.	Applied
ISPRS - intrestate FL and NC	90 cas	messege
ISPRS - intrastate all other BellSouth state	90 06	message
ISPRS - CATS	50.06	message
tSPRS - non-centerminous	90.16	massage



Attachment D

Contract Provisions for RAO Hosting and NSPRS

SECTION I. SCOPE OF AGREEMENT

101 This Agreement shall apply to the services of Revenue Accounting Office (RAO)
Hosting and the Non-Sent Paid Report System (NSPRS) as provided by BellSouth to
the ALEC. The terms and conditions for the provisions of these services are outlined
in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

- 2.01 A. <u>Centralized Message Distribution System</u> is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.
 - B. <u>Compensation</u> is the amount of money due from BellSouth to the ALEC or from the ALEC to BellSouth for services and/or facilities provided under this Agreement.
 - C. Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the selecommunications industry.
 - D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls. ICS within the BellSouth region includes third number, credit card and collect calls.
 - E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
 - F. Non-Sent Paid Report System (NSPRS) is the system that calculates ICS amounts due from one company to another in the state of Florida.
 - G. Revenue Accounties Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

SECTION 3 RESPONSIBILITIES OF THE PARTIES

- 3 01 RAO Hosting and NSPRS services provided to the ALEC by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3 02 The ALEC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS

SECTION 4. COMPENSATION ARRANGEMENTS

4 01 Applicable compensation amounts will be billed by BellSouth to the ALEC on a monthly basis in arrears. Amounts due from one party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

SECTION 5. ASSOCIATED EXHIBITS

5 01	Listed	below	are the	exhibits	associated	with	this .	Agreement.
------	--------	-------	---------	----------	------------	------	--------	------------

Exhibit A Message Distribution Service (RAO Hosting)
Exhibit B Intercompany Settlements (NSPRS)

5 02 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in office.

SECTION 6. TERM OF AGREEMENT

6.01	either pe	noment is ed td, with or t rly to the of greenest of	without cours, fair. This Agr	by thirty (30) d	lava arier natio	ue in force until e in writing from time to time upon
Execu	_ مثناه امده		_day of		199_	
WITN	PESS : .		116	ALEC		
	*			(tide)		
VITN	FSS			COURT TEL	ECONOMINAC	ATIONS DIC

(tide)

SECTION & TERM OF AGREEMENT

9.01 This agreement is effective ._____ and will continue in force until terminated, with or without cause, by thirty (30) days oner notice in writing from either party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executes this	_10y of1100.
MTNESS:	THE ALSG
	(title)

MTNESS:

SELLSOUTH TELECOMMUNICATIONS.INC

Ale Jane 4

Exhibit A

SECTION I SCOPE OF EXHIBIT.

- 1 01 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to the ALEC As described herein, message distribution service includes the following:
 - Message Forwarding to intraregion LEC/ALEC function of receiving an ALEC message and forwarding the message to another LEC/ALEC in the BellSouth region.
 - Message Forwarding to CMDS function of receiving an ALEC message and forwarding that message on the CMDS.
 - Message Forwarding from CMDS function of receiving a message from CMDS and forwarding that message to the ALEC.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 An ALEC that is CMDS hosted by BellSouth must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from the ALEC to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of the ALEC and will coordinate all associated conversion activities.
- 2.02 BellSouth will receive messages from the ALEC that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.03 BeltSouth will perform invoice sequence checking, standard EMR formst editing and belancing of message data with the EMR trailer record counts on all data received from the ALEC.
- 2.04 All data received from the ALEC that is to be processed or billed by another LEC/ALEC within the BellSouth region will be distributed to that LEC/ALEC in accordance with the agreement(s) which may be in affect between BellSouth and the involved LEC/ALEC.
- 2.05 All data received from the ALEC that is to be placed on the CMDS astront: for distribution estable the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).
- 2.06 BellSouth will receive messages from the CMDS network that are demined to be processed by the ALEC and will forward them to the ALEC on a daily basis.



- 2.08 All messages and related data exchanged between BellSouth and the ALEC will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.09 The ALEC will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.10 Should it become necessary for the ALEC to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and the ALEC to notify all affected parties.
- In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or the ALEC) identified and agreed to, the company responsible for creating the data (BellSouth or the ALEC) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination or revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.
- 2 12 Should an error be detected by the EMR format edits performed by BallSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BallSouth. BallSouth will notify the ALEC of the error condition. The ALEC will correct the error(s) and will recend the entire pack to BallSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, the ALEC will recend these packs to BallSouth after the pack containing the error has been successfully reprocessed by BallSouth.
- 2 13 In association with exceeds distribution service, BellSouth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 In so case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

ATTACHMENT DOCKET NO. 970345-TP

SECTION 3 COMPENSATION

20 For message distribution service provided by BellSouth for the ALEC. BellSouth shall receive the following as compensation

Rate Per Message \$0 004

receive the following as compensation. For data transmission associated with message distribution service, BellSouth shall

Rate Per Message \$0.001

- 303 Data circuits (private line or disi-up) will be required between BellSouth and the ALBC for the purpose of data transmission. Where a dedicated line is required, ALEC M stach the line to the maintains cor ay chan basis between the parties. o case by case basis. Where a dial-up facility is red in the BellSouth data center by BellSouth and the ALEC. Additionally, all message toil charges are Additionally, all means A P ing the circuit, overse South The ALEC W nest required on the mbility of the ALEC. Associates issed on a case by Hered with the use y ongoing will be scienced charge
- All equipment, including encoderns and software, that is required on the ALEC and for the purpose of data transmission will be the responsibility of the ALEC.

١.

Exhibit B

SECTION I. SCOPE OF EXHIBIT

1 01 This Exhibit specifies the terms and conditions, including compensation, under which Bell South and the ALEC will compensate each other for intercompany Settlements (ICS) messages.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 BellSouth will remit to the ALEC the revenue, less a billing charge, for intraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by the ALEC and billed to:
 - 1) a BellSouth customer.
 - another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages).
 - another company within the conterminous United States that utilizes CMDS
 directly or indirectly and settles with BellSouth directly or indirectly through
 the Credit Card and Third Number Settlement System (CATS) administered by
 BellCore.
 - 4) another company utilizing the non-conterminous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with BellSouth.
- 2.02 These other services include, but are not limited to:
 - Maritime Mobile Radiotelephone Services radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Services tariff.
 - Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tarial.
 - Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service changes as approved by the authorized state regulatory commission (or municipal regulatory authority).
 - Non-Toll Service Charges billed to a calling eard or to a third number as filed

 with and approved by the authorized state regulatory commission (or municipal regulatory authority).
 - Directory Assistance Cell Charges to a calling card or to a third number as approved by the authorized regulatory commission.



- 2.03 The ALEC will bill, collect and remit to BellSouth the charges for intraLATA and/or local ICS messages and other services as described above where such messages and/or services are provided by
 - 1) BellSouth
 - another company within the BellSouth region (excluding Florids) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages).
 - another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS)
- 2.04 For ICS revenues involving the ALEC and other non-BellSouth LECs/ALECs within the state, BellSouth will provide the ALEC with mostley reports summarizing the ICS revenues for messages that originated with the ALEC and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by the ALEC.

SECTION 3 COMPENSATION

3 01 The following compensation shall be retained by the billing company for the billing of ICS messages and services:

1)	Calls originated and billed in Florida or originated and billed in North Carolina	Rate Per Message \$0.0666
	Calls originated in any of the states within BellSouth region and billed in that some state	\$0.05
3)	Calls originated in a state within BellSouth's region and billed in another state or originated in another state and billed in a state within BellSouth's region	\$0.05
3)	Calls originated in a state within BellSouth's region and billed outside the contermineus United States	\$0.16

Machment C-13

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Unbundled Products and Services and New Services

Service: Virtual Collecation

Description: Virtual Expanded Interconnection Service (VEIS) provides for

location interconnection in collocator-provided/BeltSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

Rates, Terms and Conditions:

State(s): All except Florida: in all states except Florida, the rates, terms and

conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's.

Inc. Interstate Access Service Tariff, FCC No. 1.

State: Florida in the state of Florida, the rates, terms and

conditions will be applied as set forth in

Section E20 of BeltSouth Telecommunication's.

Inc. Intrastate Access Service Tariff.

Service: Physical Collecation

Description: Per FCC - (10/19/92 FCC Order, para 39)

Physical Collection is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has abvalcal access to the LEC central office to install, maintain,

and repair this equipment."

State(s): All

Rates, Terms and Conditions: To be regetlet

Rates for Physical Interconnection

Rate Element	Application/Description	Tuna ad da	
	Applies per arrangement per	Type of Charge	Rate
Application Fee	location .	Nonrecurring	Tariff Rates (Same as Virtual)
Space Preparation Fee	design of space, covers shared building modification costs	Nonrecurning	ICB - See Note 1 Will not be less than \$1800 - not to excee \$8500 unless HVAC or power plant upgrade. If so, rates to be ICB
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments	Nonrecurring	\$29.744 00 See Note 2
Cable Installation Fee	Applies per entrance cable	Nonrecurring	Tariff Rates (Same as Virtual)
Floor Space	Per square foot, for Zone A and Zone B offices respectively	Monthly Recurring	\$7 50 / \$6.75 See Note 3
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	35 14 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$13 35 per cable
POT Say	Optional Point of Termination bay; rate is per DS1/DS3 cross-connect respectively	Monthly Recurring	\$1 20 / \$5 00 See Note 4
	Per D&1/D&3 respectively	Monthly Recurring	\$8.00 / \$72.48
acomy Escen	First and additional half hour increments, per taniff rate in Bests time (B). Overtime (O) and Premium time (P)	As Required	\$41 00 / \$25 00 B \$48.00 / \$30 00 O \$55.00 / \$35.00 P

Note 1: Will be determined at the time of the application based on building and space medification requirements for shared space at the requested CO Applies only to collocators who wish to purchase a steel-gauge cage enclosure. Carriers may also pay \$330.00 per square feet for the first 100 square feet and \$242.00 for each additional 100 square feet in the same CO in lieu of space preparation and construction feet. This option does not apply where HVAC, power plant or both upgrade is required.

Note 3: See attached list for Zone A offices as of May 1998. This list will be amended monthly.

Note 4: Applies when collocator does not supply their own POT bay.



STATE	CITY	OFFICE	EX=Exempt from Physical CLLI / STATUS
AL	Birmingham	Main & Toll	BRHMALMA EX
	Montgomery	Main & Toll	MTGMALMT
	Mobile	Azalea	MOBLALAZ
FL	Boca Raton	Boca Teeca	BCRTFLBT
	Fort Lauderdale	Main Relief .	FTLDFLMR
		Cypress	FTLDFLCY
		Plantation	FTLDFLPL
	Jacksonville Beach	THE RESIDENCE OF THE PARTY OF T	JCBHFLMA
	Jacksonville	Arlington	JCVLFLAR
		Beschwood	JCVLFLBW
		Clay Street	JCVLFLCL
		Southpoint	JCVLFLJT EX
		Normandy	JCVLFLNO
		Riverside	JCVLFLRV
		San Jose	JCVLFLSJ EX
		San Marco	JCVLFLSM
		Westconnett	JCVLFLWC
		Mandaria Avenues	MONDRELAV EX
		Mandarin Loretto	MONDRELLO
	Lake Mary	Lake Mary	LKMOUFLMA EX
	Miams	Grande	MAMFLGR
		Palmette	MAMPLPL
		Alhembre	MEAMPLAE
WATER OF		Bayshore	MIANTERA
		Metre	MAMPLME
Salva	Melbourne	Main	MEBRILMA
	Orlande	Magnolia	ORLDFLMA
		Azales Park	ORLDFLAP
		Sand Lake	ORLDFLSL
		Pinecastle	ORLDFLIC
		Pinefults	ORLDFLPH
	West Palm Beach	Annex (Main Annex)	WPBHTLAN

		E00
		E20.

GA	Athens	Athens	ATHNGAMA
	Atlants	Courtland St	ATLNGACS
		Peachtree Pi	ATLNGAPP
		Buckhead	ATLNGABU
		East Point	ATLNGAEP
		Toco Hills	ATLNGATH
A LO		Sandy Springs	ATLNGASS
	Lilburn	Lilbum .	LLBNGAMA
構設	Smyrna	Power Ferry	SMYRGAPF
		Smyrne Main	SMYRGAMA
	Tucker	Tucker Main	TUKRGAMA EX
	Roswell	Roswell Main	RSWLGAMA
	Norcross	Norcross Main	NRCRGAMA
	Manetta	Manetta Main	MORTGAMA
	Dunwoody	Dunwoody Main	DNWDGAMA
	Alpharetta	Alpharetta Main	ALPRGAMA
	Columbus	Columbus Main	CLMBGAMT
KY	Louisville	Armory Place	LSVLKYAP EX
100		Westport Rd	LSVLKYWE EX
		Beechmont	LSVLKYBE
		Bardstown Road	LSVLKYBR EX
		Fern Creeek	LSVLKYPC
		ITown	LSVLKYIT
		Mathews	LSVLKYSM
Marin.		Third Street	LSVLKYTS
A	New Orleans	Main	NWORLAMA
	Beton Rouge	Main	STRGLAMA
48	Hattiesburg	Hattiesburg Main	HTBGMSMA
vini 1	Jackson	Cap Poorl	JCSNMSCP
	Vicksburg	Vicksburg	VCBGMSMA
C	Cary	Central	NARYNCCE
MA PAR	Chapel Hill	Resemeny	CPHENCRO
kati)	Charlotte	Caldwell	CHRLINCCA
THE REAL PROPERTY.		South Boulevard	CHOLINGSO



		Denta	CHRLINCDE	
		Erwin	CHRLINCER	745
SALE.		Lake Point	CHRLINCLP	124
Print		Reid	CHRLINCRE	EX
		Sharon Amity	CHOLINCSH	
		University	CHOLLNOUN	EX
	Greensboro	Eugene St	GNBONCEU	
	Raleigh	Morgan ·	RLGHINCMO	a lu
		New Hope	RLGHNCHO	
	Salisbury	Main	SLBRNCMA	
78	Winston Salem	Fifth Street	WNSLNCFI	
Nasi.	Ashville	O'Henry	AHVLNCOH	
sc	'Charleston	Dial & Toll	CHTNSCDT	2900
	Columbia	Senate St	CLMASCSN	EX
		At Andrews	CLMASCSA	
	Greenville	DET	GNVLSCDT	
100		Woodruff Road	GNVLSCWR	EX
no il	Spartenburg	Main	SPBGSCMA	
7	Knowill	Main	KNYLTNMA	
40.51	Memphis	Bartlett	MMPHTNBA	
		Chickasaw	MOMPHENCE	
1825		Eastland	MOMPHINEL	100 kg
35.53		Germantowa	MOMPHENGE	
		Main	MATHEMA	EX
		Oakville	MOMPHITNOA	
		Southland	MOGHTNSL	(TAX)
	Nashville	Main & Toll	NSVLTNMT	
		Airport	NSVLTNAP	
		Brentwood	NSVLTNBW	
		Crieve Hall	NSVLTNCH	
E-W		Donelson	NSVLTNDO	
		Inglewood	NSVLTNIN	SUN
		Sharondale	NSVLTNST	
187-15		University	NSVLTNUN	

BellSouth Telecommunications Negotiations Handbook for Collocation

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Preface

This handbook describes BellSouth's Collocation offerings and contains general guidelines for ordering, provisioning and maintenance of these offerings. By design, this document does not contain detailed descriptions of network interface qualities, network capabilities, local interconnection or product service offerings. This document does not represent a binding agreement in whole or in part between BellSouth and subscribers of BellSouth's Collocation services.

Based on the nature of your business, you will find a list of contacts included for your convenience in discussing the above items.

Introduction

BellSouth offers Virtual Expanded Interconnection from the FCC #1 tanff and from the Florida State Access E tanff. In addition, BellSouth will negotiate Physical Collocation on a first come, first serve basis, depending on space availability.

Service Description

Virtual Expanded Interconnection Service (VEIS)

VEIS is a tariffed offering which provides for the placement of collocator-owned facilities and equipment in BellSouth Central Offices and the interconnection of this equipment to BellSouth Switched and Special Access Services. Equipment that is part of a VEIS arrangment is most commonly located in the BST equipment line-up.

With VEIS, the collocator places fiber optic cable outside the central office to a designated interconnection point, such as a manhole. The collocator will provide the entrance fiber between the interconnection point and the collocation equipment arrangement inside the central office, cabling from the arrangement to the BST cross-connect point, and cabling from the arrangement to the BST provided power source. BellSouth will lease the entrance fiber, cabling and equipment placed by the collocator for the nominal fee of one dollar.

Alarming and monitoring of the collocated equipment is the responsibility of the collocator.

BellSouth will perform all maintenance and repair on collocator equipment once notified by the collocator that such work is necessary. For additional information regarding BellSouth's Virtual Expanded Interconnection Service, please reference Section 20 of BellSouth's FCC #1 tanff or section 20 of BellSouth's Florida Dedicated Access Tanff.

Physical Collocation

By definition, Physical Collocation goes beyond the arrangement described above Physical Collocation offers leased Central Office space for either Expanded Interconnection (EIS) or for Service Interconnection (SI) Expanded Interconnection is the placement of private entrance facilities and equipment owned by third parties, interconnected to BellSouth's tariffed services Service Interconnection allows for the placement of equipment owned by third parties, interconnected to BellSouth tariff services, without private entrance facilities.

Unlike VEIS, the equipment placed as part of a Physical Collocation arrangement will be placed in floor space separated from BST equipment by common fire wall protection and will be fully owned, maintained, and repaired by the collocator or their approved agent. The equipment compliment may include transmission equipment, switching equipment, routers, PCs and modems

Service Descriptions

Physical Collocation (cont)

As with VEIS, all equipment placed as part of a collocation arrangement must be installed by a BeilSouth certified vendor and must meet NEBS standards. A steel gauge cage may be purchased from BellSouth to house the equipment arrangement at the request of the collocator for an additional fee.

Rate Components

The rate element components of Virtual Collocation are contained in BellSouth's FCC #1 tanff, Section 20 and in the Florida Dedicated Services tanff, Section 20 Physical collocation offers a menu-style ordering provision so you may select only the items required for your individual arrangement(s). Some components are required for all arrangements and will be marked by an (R) next to the item in the descriptions following.

Application fee (R)

The application fee is required for all collocators to cover the engineering and administrative expense associated with your application inquiry. This fee is a one time charge per request, per C O for each new VEIS / EIS / IS service request. No application fee is required for updates, amendments or supplements to service requests in progress. A subsequent request by the same customer in the same C O will be treated as "new" if the initial VEIS / EIS / IS request has completed and is in service. The Application fee must be paid upon submission of an application to indicate a bona fide request.

Floor Space (R)

This component covers the square flootage for the equipment rack(s) and POT bay for your arrangement plus a factor of 25% when no cage is present, or will include the enclosure square footage when a cage is utilized. When a cage is not requested, square footage will be calculated based on the shadow print of your equipment racks and POT bey times the factor of 1 25 to compensate for maintenance walk-around space for your equipment. If you require administrative space for your arrangement, i.e. a desk or terminal stand, you will be required to purchase a cage enclosure.

The floor space charge also covers lighting, heat, air conditioning, ventilation and other allocated expenses associated with the central office building and will commence billing the day the allocated space is turned over to the collocator for occupancy. The floor space element does not include the amperage required to power the collocated equipment.



Rate Components (cont.)

Power (R)

The amps required to power the collocated equipment will be charged per ampère based on equipment manufacturers specifications for maximum power requirement.

Cross-connect (R)

This elements provides the one-for-one interconnection to BellSouth's tariffed Switched and Special Access service offerings (i.e. DS0, DS1 or DS3 services) or Unbundled service elements (voice grade 2-wire or 4-wire unbundled loop, port). It is a flat rate, non-distance sensitive charge and will be applied on a per circuit order basis.

Cable Installation

The cable installation charge applies only to collocators who provide private entrance facilities to their collocated equipment. This is a one time (non-recurring) charge per cable, per installation to arrange the punch through to the manhole, pull fiber cable length from the serving manhole to the Central Office cable vault, perform splicing to collocator provided fire retardant riser, and pull cable length through cable support structure to the collocation arrangement location

Cable Support Structure

The component covers the use and maintenance of the Central Office duct, riser and overhead racking structure when the collocator has elected to provide private entrance to their equipment. This is a nominal monthly recurring charge.

Space Preparation for

This one time fee per arrangement, per location covers the survey, engineering, design, and building modifications for the shared physical collocation area within a central office. BellSouth will pro rate the total space preparation costs among all collocators at that location based on the number of square footage requested. This charge may vary dependent on the location and the type of arrangement requested. The Space preparation charge is payable in full before cage construction or equipment installation begins.

Space construction for

This element applies to physical collocation arrangements only and will vary based on the type of arrangement requested. The fee covers the materials and installation of optional steel gauge caging. C.O. grounding, flourescent lighting, floor treatment, power outlet, extension of environmental alarms and other incremental materials cost charged on a per square foot basis.

Rate Components (cont.)

POT bay

BellSouth requires the use of a Point of Termination Bay (POT bay) for demarcation with physical collocation. The collocator may elect to provide their own POT bay, or may purchase the functionality from BellSouth on a per cross-connect basis for an additional incremental charge

Security Escort (R)

A security escort will be required for all equipment inspections under VEIS and for maintenance, repair or provisioning visits by a collocator or their agent under physical collocation for some central offices based on office configuration. The charge is based on half hour increments

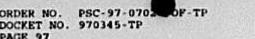
Additional Engineering

This charge may apply for modifications to an application in progress which results in architectural, design or engineering changes. The charge may also apply to incendental engineering and design for physical collocation space when a full space construction charge does not apply

Administrative reporting

Collocators who request administrative reports will be assessed a report fee on a per occurrence basis.

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General Terms and Conditions

Application for service

The application for collocation is a two-phased process consisting of an Application Inquiry and a Firm Order To obtain a copy of Bell South's application form, see page 10 of this document. Prior to negotiations for equipment placement, the inquiry document must be submitted for review and planning by the Central Office equipment engineers, space planners and facility planners Based on the feedback from these sources. Bell South will respond to the application in writing.

Following the collocator's review of BellSouth's response, a Firm Order may be submitted for each location for which the collocator wishes to proceed. The Firm Order may be submitted on the same form used during the Inquiry phase, provided all necessary revisions are clearly marked to indicated the applicants finalized plans. A detailed equipment drawing must accompany the Firm Order Request. The application fee referenced in the previous section must also accompany each application as indication of a bona fide request.

Assignment of space

BellSouth will assign space for collocation based on space availability and on a first come, first serve basis. For physical collocation, a customer may opt for a cage enclosure which will be offered as a 100 square foot minimum based on space availability within the area designated for physical collocation.

A collocator requesting more than a 100 square foot cage module will be offered contiguous space where available. Where contiguous space is unavailable, the collocator may elect the construction of two separate enclosures and may interconnect its arrangements one to another

If BellSouth determines there is insufficient space within a central office to accommodate physical collocation, BellSouth will provide Virtual Expanded Interconnection in accordance with existing regulatory requirements.

Occupancy of space

The collocator must commence equipment installation within 190 days from the date space is made available by BellSouth or forfeit the right to use the space.

Pricing structure

BellSouth offers a pricing plan which meets the specifications of the 1996 Legislative Act. The plan features zone and location based pricing some recurring elements and offers the optional purchase of a cased enclosure.

General Terms and Conditions (cont.)

Equipment installation

Vendor status to perform all engineering and installation work associated with the equipment collocation arrangement. This ensures BellSouth's standards for safety and quality will be met. A list of certified vendors is contained in the Appendix of this document. The collocator must select an equipment installation vendor who has achieved BellSouth Certified

associated with the arrangement installation. must be made such that the Collocator is billed directly by the Certified Vendor for activities The Certified Vendor is responsible for installing the collocation equipment and components, running power field(s) to the BellSouth BDFB, performing operational tests after the equipment installation is completed, and notifying the local BellSouth Equipment Engineer and the Collocator upon successful completion of the installation and acceptance testing. Arrangements

Starm and monitoring

rate for the service requested. use and protection. Upon request, BellSouth will provide remote monitoring circuits at the tang and equipment alarms. BellSouth will place environmental alarms in collocation areas for its own The collocator is responsible for the placement and monitoring of their own remote environmental

SUBITS SCREET

of the initial turn-over of the space and the activation of cross-connect elements. Subsequent inspections may occur with equipment additions or on a predetermined interval basis. For such inspections, BellSouth will provide a minimum of 46 hours advance notification. BellSouth reserves the right to conduct impactions without prior notification to ensure compliance to the terms and conditions of the tariff or agreement. Collocator personnel have the right to be present. Bell South will conduct an inspection of the collection's equipment and facilities between the time

A collocator may inspect their virtual collocation arrangement upon completion of the arrangement installation. A security escort will be required. Any additional inspections must be coordinated with BellSouth and will also require a security escort.

Commencement Day

operational will be the commencement date The date which the collocator and BellSouth jointly cartify the interconnector's equipment is

BellSouth Collocation Handbook - Version 3 August 1996



Insurance

BellSouth will require \$25 million in comprehensive general liability insurance and workers compensation coverage/employers liability coverage with limits not less than \$100,000 each accident, \$100,000 each employee by disease, \$500,000 policy limit by disease. BellSouth will review requests for self insurance on a case by case basis. BellSouth may not consent to an interconnector's assumption of the entire \$25 million of liability in lieu of general coverage.

Insurance coverage must be in effect on or before the date of occupancy (equipment delivery) and must remain in effect until departure of all collocator personnel and property from the central office

Ordering Interconnected service

A collocator may interconnect to special and switched access services from BellSouth's FCC #1 at the DS3. DS1 and equivalent DS0 cross-connect level. Interconnection is also available to Unbundled loops and ports from the State Access E tariff / State Dedicated Services E tariff for certified ALECs only Please ask your BellSouth contact for state specific information.

Services to be interconnected to a collocation arrangement must be submitted on Access Service Request (ASR) forms using industry standards and code sets for accurate and complete requests For information regarding the ASR ordering process and field definitions, please reference the Access Service Ordering Guide, BellCore's Special Reports SR STS-471001 and 471004

Assignment of facilities

When a customer orders a service which interfaces at an end customer location at the same level as the cross-connect purchased, BellSouth will assign facilities within its network and provide the interconnection information on the Design Layout Record (DLR). When a customer orders cross-connects at a higher interface level than the service purchased for the end customer, the ordering customer must provide BellSouth with the circuit facility assignment.

Liability

The collocator is responsible and accountable for the actions of their employees and their agents. The collocator will be required to pay liquidated damages to BST for damage to BST property, equipment or facilities as a result of the actions or behaviors of either the collocator employees or their agents.

General Terms and Conditions (cont.)

Access to BellSouth Central Offices

access without prior arrangements. Unmarried offices may require prior arrangement for the dispatch of a BellSouth employee or security escort for building access. have the employee name and company name clearly printed and must be visible at all times while the individual is inside a BellSouth facility. Manned offices will afford 24 hour, 7 day per week to provide their employees and authorized agents a picture identification. This identification must authorized agents are permitted in BellSouth Central office buildings. All collocators are required Only BellSouth employees, BellSouth certified vendors, Collocator employees and then

Recovery of extraneous expenses

on the number of square footage being requested. ground plane addition, asbestos abatement, mechanical upgrade, major HVAC upgrade, separate egresa, ADA compliance facilitate physical collocation. BST will share the costs of these expenses among collocators based unexpected major removation or upgrade will be required to one of the following in order to Should BellSouth discover, upon beginning construction for physical collocation space, that

Cancellation of a request in progress

reimbursing BST for expenses incurred to date. If the collocator has prepaid all or a portion of the non-recurring fees, BellSouth will refund the amount not expended as of the date of the If a collocator cancels an in-progress firm order request, the collocator will be responsible for

Conversion of Virtual to Physical Collocarios

Collocations who have existing VEIS arrangements may convert times. The collocator collocation provided the terms and conditions for physical collocation are met. The collocator will be responsible for the payment of BellSouth first associated with physical collocation, will be responsible for the payment of BellSouth first associated with physical collocation.

Special Reports

BellSouth will negotiate with requesting parties in the development of administrative reports, based on the availability of the data being requested. A fee structure will be based on the complexity of the request and resources required to produce the report(s)



Negotiation Contacts

For ALEC initial contact:

Contact Name Bob Scheye

Telephone 404 420-8327

For all IXC, CAP, and subsequent ALEC contacts:

Contact Name	Telephone	Pager Number	Eax Number
Rich Dender	205 977-5966	1-800-729-1371	205 977-0037
Nancy Nelson *	205 977-1136	1-800-729-1380	205 977-0037

^{*}Collocation Coordination Center Manager

For * BBS End User Customers * Third Party Agents * Solutions Providers

General information:

Contact Name Tony Saberre Telephone 205 985-6195 Eax Number 205 985-1900

Or contact your account representative.

To obtain a copy of BellSouth's Application / Inquiry document:

Contact: Nancy Nelson

(205) 977-1136 Room E4E1 South 3535 Colomade Drive Birminghom, Alabama

Physical Collecation BellSouth Certifled Vendor List For Engineering and Installation of Collecation Arrangements

Company Name	Contact Name		74-1
ADC Communications			Telephone
	Ken Reeves		800 223-9773
	Doug Guidry		318 684-2860
Alcatel	Ed Bostwright		Street in the second
	Alex Baber	FL	404 270-8335
		FL	800 869-4869
E F & I Services Co	Reed Tillis		
			904 355-7930
Lucent Technologies, Inc.	Jerry Jones	KY	
	Mike Harrington	MS	502 429-1346
	George Ferguson	MS	601 544-7530
	James McGerity	GA	601 949-8275
	Janet Hallford	GA	404 573-4120
	Charlotte office	NC	404 573-6945
	Charlotte office	NC	704 596-0092
	Other areas	NC	704 598-0750
	Adrian Dye	SC	910 299-0326
	Alabama office	ÃĬ.	803 926-5213
			205 265-1291
Mintel	Richard Becht		900 996 4440
			800 875-6468 404 923-0304
			-V- 723-0304
North Supply /	Terry Fowler		800 755-0565
DA TEL FiberNet, Inc.	Doug Sykes		205 942-4411
			403 345-4411
Quality Telecommunications, Inc.			
	Jerry Miller		770 953-1410
Rapid Response Communications	Tod Pellaux		
			615 546-2886
Six "R" Communications, Inc.	Ken Koonts		204 604 0440
(NC and SC only)	Dick Phillips		704 535-7607
			704 289-5522
Tele-Tech Company	Karl Bush	KY	606 326 2606
	Bob Burch		606 275-7505 606 275-7502
we -			000 213-1302
W E Tech, Inc	Wes Evans		305 587-6996

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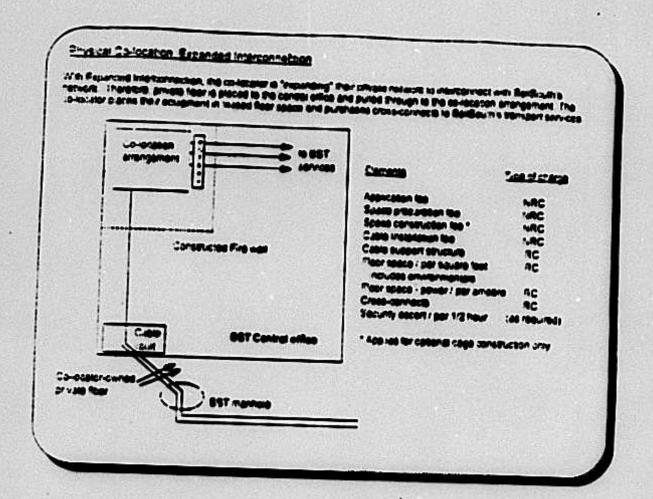
BellSouth Physical Collecation Central Office Exemptions (through September 1994)*

State	City	Central Office	CITT
Alabama	Birmingham	Five Points South	BRHMALFS
		Main and Toll	BRHMALMT
		Riverchase	BRHMALRC
	Huntsville	Redstone Arsenal	HNVLALMA
Florida	Chipley	Jackson	CHPLFLIA
	Geinesville	Main	GSVLFLMA
	Jacksonville	Mandaria Avenues	MNDRFLAV
		San Jose	JCVLFLSJ
		South Point (JT Butler)	KVLFLJT
	Jupiter	Maia	PTRFLMA
	Lake Mary	Main (Heathrow)	LKMRFLMA
	Lynn Haven	Ohio Avenue	LYHNFLOH
	North Dade	Golden Glades	NDADFLGG
	Pensacola	Ferry Pass	PNSCFLFP
	West Palm Beach	Gardens	WPBHFLGR
		Royal Palm	WPBHFLRP
Georgia	Austell	Main	ASTLGAMA
	Tucker	Main	TUKRGAMA
Kentucky	Louisville	Armory Place	LSVLKYAP
		Bardstown Road	LSVLKYBR
		Westport Road	LSVLKYWE
	Peducah	Main	PDCHKYMA
North Carolina	Charlotte	Reid Road	CHOLNER
		Research Drive (Univ.)	CHRLINCUN
	Greensbore	Airport	GNBONCAP
	Pembroke	Control	PMBRNCCE
South Carolina	Columbia	Senate Street	CLMASCSN
	Greenville	Woodruff Road	GNVLSCWR
Tennessee	Memphis	Main	MOMPHENMA
		Midtown	MMPHTNMT
		Southeide	MMPHTNST

^{*} BellSouth cessed qualifying C O 's September 1994 due to elimination of physical offering

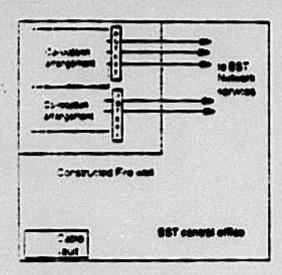
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ATTACHMENT 1 **DOCKET NO. 970345-TP**





With a Service interconnection entergement, the co-locator pieces their equipment in leased floor space and outprises order-connects to Belliaush's Transport services. For the programmer, Belliaush and request a min mum 24 month contract for soft the floor spaces and transport services, up and us a minimum number of interconnected DS1 or DS3 services.



Loren	-00 St. 1-30
Aspication to	HAC
Space properties to	NAS
Space coresposes to "	NAC
Foot scied i per square fest	RS
ACTUAL CONTRACTOR	
Floor scotto - grand / per gregore	RC .
Crass-corrects	AC
Security second / par 1/2 hour	146 100L/168)

* A reward only for opposed cago communical

Rates for Negotiated Interconnection

Rate Element	Application/Description	Type of charg	Rate
Application Fee	Applies per arrangement per location	Non recurring	\$ 3,848 30
Space Preparation Fee	Applies for survey and design of space, covers shared building modification costs	Non recurring	ICB *(1) Will not be less than \$1,788 00
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments	Non recurring	\$ 29,744 00 *(2)
Cable Installation Fee	Applies per entrance cable	Non recurring	\$ 4,650 00
Floor Space	Per square foot, for Zone A and Zone B offices respectively	Monthly Recurring	S9 31 / S8 38 °(3)
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	\$ 5 14 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$13 35 per cable
POT bay		Monthly Recurring	\$1 20 / \$5 00 °(4)
Cross-connects		Monthly Recurring	\$ 9 28 / \$ 72 48
Security escort	increments, per tariff rate in Basic time (B), Overtime (O)		\$41 00 / \$25 00 B \$48 00 / \$30 00 O \$55 00 / \$35 00 P

- Note I Will be determined at the time of the application based on building and space modification requirements for shared space at the requested C O.
- Note 2 Applies only to collocators who wish to purchase a steel-gauge cage enclosure.
- Note 3 See attached list for zone A offices as of May 1996. This list will be amended monthly
- Note 4 Applies when collocator does not supply their own POT bay

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BellSouth Zone A Offices May 1996 EX-Engs from Physical STATE CITY OFFICE CLLI / STATUS Birmingham AL. Main & Toll BRHMALMA EX Montgomery Mais & Toll MTGMALMT Mobile Azalea MOBLALAZ Boca Raton Boca Teeca FL BCRTFLBT Fort Lauderdale Main Relief FTLDFLMR FTLDFLCY Cypress Plantation FTLDFLPL Jacksonville Beach | Main **JCBHFLMA** Jacksonville Artington **JCVLFLAR** Beachwood **ICVLFLBW** Clay Street **JCVLFLCL** Southpoint XCVLFLIT EX Normandy **JCVLFLNO** Riverside **JCVLFLRV** San Jose **JCVLFLSJ** EX San Marco **JCVLFLSM JCVLFLWC** Westconnett MNDRFLAV EX Mandaria Avenues MINDRIFLLO Mandarin Loretto EX LKMRFLMA Lake Mary Lake Mary Miami Grando MIAMPLGR Palmetto MIAMPLPL Albambra MANULAE Bayshore MIAMPLBA MIAMPLME Metro MLBRFLMA Main Melbourne ORLDFLMA Magnolia Orleado ORLDFLAF **Azales Park** ORLDFLSL Sand Lake ORLDFLPC Pinocaptio ORLDFLPH **Pinchills** WPBHFLAN Annex (Main Annex) West Palm Beach

Charlotte

ORDER NO. PSC-97-0702 OF-TP PACESTATE CITY OFFICE CLLL / STATUS GA Athens Athens ATHNGAMA. Atlanta Courtland St ATLNGACS Peachtree Pl ATLNGAPP Buckhead ATLNGABU **East Point** ATLNGAEP Toco Hills ATLNGATH Sandy Springs ATLNGASS Libura Lilburn LLBNGAMA Smyrna **Power Ferry** SMYRGAPF Smyrna Main **SMYRGAMA** Tucker **Tucker Main** TUKRGAMA EX Roswell Roswell Main RSWLGAMA Norcross Norcross Main NRCRGAMA Manesta Marietta Main MRRTGAMA Dunwoody Dunwoody Main DNWDGAMA Alpharetta Alpharenta Main ALPRGAMA Columbus Columbus Main CLMBGAMT KY Louisville **Armory Place** LSVLKYAP EX Westport Rd LSVLKYWE EX Beechmons LSVLKYBE Bardstown Road LSVLKYBR EX Fern Creeek LSVLKYFC Jown LSVLKYJT Machews LSVLKYSM Third Street LSVLKYTS LA New Orleans Main **NWORLAMA** Baton Rouge Main BTRGLAMA MS Hattiesburg Hettiesburg Main HTBGMSMA Jackson Cap Pearl **JCSNMSCP** Vicksburg Vicksburg VCBGMSMA NC Cary Central NARYNCCE Chapel Hill Rosemary CPHILNCRO

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CHRLINCCA

CHRLINCEO

Caldwell

South Boulevard

STATE	CITY Charlotte (cont.)	OFFICE Denta	CHILI / STATUS
		Erwal	CHRLINCER
		Lake Point	CHOLINCLE
		Reid	CHRLNCRE EX
		Sharon Amity	CHRLNCSH
MARK Y		University	CHOLINCUN EX
	Greensboro	Eugene St	GNBONCEU
	Raleigh	Morgan	REGIENCMO
		New Hope	REGHNCHO
	Salisbury	Main	SLBRNCMA
	Winston Salem	Fifth Screet	WNSLNCFI
	Ashville	O'Henry	AHVLNCOH
SC	Charleston	Dial & Toll	CHTNSCDT
	Columbia	Senate St	CLMASCSN EX
		At Andrews	CLMASCSA
	Greenville	D&T	GNVLSCDT
		Woodruff Road	GNVLSCWR EX
	Spartenburg	Main	SPBGSCMA
Ľ.	Knorvill	Main	KNYLTNMA
	Memphis	Bartiett	MMPHTNBA
		Chickasaw	MMPHTNCT
		Eastland	MOMPHTNEL
		Germantown	MOMPHTNGT
		Main	MOMPHTNMA EX
eHEVER		Oakville	MOMPHITNOA
		Southland	MONOHITHISL
	Nashville	Main & Toll	NSVLTNMT
		Airport	NSVLTNAP
	hermone and	Brentwood	NSVLTNBW
		Crieve Hall	NSVLTNCH
		Doneless	NSVLTNDO
		Inglewood	NSVLTNIN
		Sharondale	NSVLTNST
		University	NSVLTNUN

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OF-TP Attachment G-14 ORDER NO. PSC-97-0702 DOCKET NO. 970345-TP

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Unbundled Products and Services and New Services

Service: Poles, Ducts, Conduits and Rights of Way

State(s): All

Rates, terms and conditions: This service will be provided via a Standard

License Agreement



POLE ATTACHMENT LICENSE AGREEMENT

THIS AGREEMENT, made this day of 199 by and cetween SeilSouth Telecommunications, Inc., a corporation organized and existing active the laws of the State of Georgia, having its principal office at 675 West Peachtree Street, Atlanta, Georgia (hereinafter referred to as the "Licensor") and TCG, a New York general partnership, having its principal office at (hereinafter called the "Licensee").
WITNESSETH
WHEREAS, Licensee is a Telecommunications Carrier as defined in Article 1 nerein, desiring to furnish communications services in the
WHEREAS, Licensor is a Utility as defined in Article 1 herein.
WHEREAS. Licensee desires to attach fiber optic cable on poles of Licensor. which poles are owned by Licensor within the area described above; and
WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of pole attachments on Licensor's facilities where available and where such use will not interfere with Licensor's service requirements subject to the terms of this Agreement:
NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows
ARTICLE I DEFINITIONS
A. Ancher Red
a most and appeared to an anchor and to which a guy strand is attached. Also

known as a "guy rod".

Any attachment by a cable television system or provider of telecommunications service to a pole; duct, conduit, or right-of-way owned or controlled by a utility.

A metal cable of high tensile strength which is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.

D. Make-Ready Work

The work required (rearrangement and/or transfer of existing facilities on a pole, replacement of pole or any other changes) to accommodate the Licensee's attachments on Licensee's

E. Field Survey Work or Survey Work

A survey of the poles on which Licensee wishes to attach in order to determine what work, if any, is required to make the pole ready to accommodate the required attachment, and to provide the basis for estimating the cost of this work.

F. Other Licensee

Any entity, other than Licensee herein or a joint user, to whom Licensor has or hereafter shall extend the privilege of attaching communications facilities to Licensor's poles.

G. Joint User

A party with whom Licensor has entered into, or may hereafter enter into, a written agreement covering the rights and obligations of the parties thereto with respect to the use of poles owned by each party.

H. Suspension Strand

A metal cable of high tensile strength attached to a pole and used to support communications facilities. Also known as "Messenger Cable".

I. Identification Tage

Identifications tags are used to identify Licensee's plant.

J. Usable Seece

The space above the minimum grade level which can be used for the attachment of wires, cables and associated equipment.

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Effective Date K.

The effective date of regulations governing charges for Pole Attachments used by Telecommunications Carrièrs shall be 5 years after the date of the enactment of the Telecommunications Act of 1996.

Pole Attachment Rate

includes a reasonable and just rate as defined herein and the costs of nonusable space apportioned so that the apportionment equals two-thirds of the costs of providing nonusable space that would be allocated to an attaching party under an equal apportionment of such costs among all attaching entities. A Utility shall apportion the cost of providing Usable Space among all entities according to the percentage of usable space required for each entity.

Article II SCOPE OF AGREEMENT

- Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee A for any lawful communications purpose revocable non-exclusive licenses authorizing the attachment of Licensees's attachments to Licensor's coles. specifically as detailed on APPENDIX . hereto attached and made a part hereof.
- No use, however extended, of Licensor's poles or payment of any fees or 8 charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles. Licensee's rights herein shall be and remain a license.
- Nothing contained in this Agreement shall be construed to compel Licensor to C construct, retain, extend, place or maintain any pole, or other facilities not needed for Licensor's own service requirements. However, Licensor shall provide Licensee nondiscriminatory access to any pole, duct, conduit or right-ofway owned or controlled by Licensor unless there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes
- Nothing contained in this Agreement shall be construed as a limitation. D restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) which Licensor has heretofore entered into, regarding the poles covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing agreement(s) or arrangement(s), between Licensor and any other licensee(s) or joint user(s) of Licensor's poles.

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- A. Licensee agrees to pay to Licensor the Just and Reasonable Rates as defined herein, and as specified in and in accordance with the terms and conditions of Regulations to be prescribed by the Commission. The Regulations shall be attached hereto and incorporated herein upon the Effective Date as defined herein.
- Payment of all charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement thirty days after the payment due date. Licensee will pay a late payment charge of one and one-half percent (1 1/2%) assessed monthly on any unpaid balance.
- C. Until the Effective Date of the Regulations required under the Act, the Pole Attachment rate charged to Licensee by Licensor for use of the poles, conduit or right-of-way shall be the same rate charged for any pole attachments used by a Cable Television System to provide cable service (the "CATV" Rate) and as set forth in APPENDIX—attached hereto and incorporated herein. Any increase in the rate for pole attachments that results from the adoption of the Regulations shall be phased in equal annual increments over a period of 5 years beginning on the Effective Date of the Regulations.
- D If Licensor engages in the provision of Telecommunication Services or Cable Services, Licensor shall impute to its cost of providing such services (and charge any affiliate, subsidiary or associate company engaged in the provision of such services) an equal amount to the pole attachment rate for which such company would be liable under Section, 224 of the Act.

Article IV ADVANCE PAYMENT

- A Licensee shall make an advance payment to Licensor for:
 - (1) The reasonable costs incurred by Licensor for the required Field Survey in an amount agreed upon by Licensor and Licensee sufficient to cover the estimated cost to be incurred by Licensor to complete such survey.
 - (2) The reasonable costs of any Make Ready Work required in an amount agreed upon by Licensor and Licensee sufficient to cover the estimated cost to be incurred by Licensor to complete the required Make Ready Work.



3 The amount of the advance payment required shall be due within thirty (30) days after receipt of an invoice from Licensor.

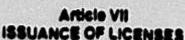
Article V SPECIFICATIONS

- A Licensee's attachments shall be placed and maintained in accordance with the requirements and specifications of applicable BellSouth practices, the latest editions of the Manual of Construction Procedures (Blue Book), Electric Company Standards, the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.
- If any part of Licensee's attachments is not so placed and maintained on any pole. Licensor may upon fifteen (15) days written notice to Licensee and in addition to any other remedies Licensor may have hereunder, remove Licensee's attachments from such pole or perform such other work and take such other action in connection with said attachments that Licensor deems necessary or advisable to provide for the safety of Licensor's employees or performance of Licensor's service obligations at the cost and expense of Licensee.
- C Licensee shall place Identification cable tags on cables located on poles and Identification Apparatus tags on any associated items of Licensee's plant. e.g. guys, anchors or terminals.

Article VI LEGAL REQUIREMENTS

- Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its Telecommunications System on public and private property at the location of Licenser's poles which Licensee uses. In the case of private property, Licensee shall present satisfactory evidence of such authority at the time application for a license is made pursuant to Article VII herein.
- B The parties hereto shall at all times comply with the provisions of this Agreement and with the Act and any laws, Regulations, or ordinances which affect the rights granted hereunder.

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- Before Licensee shall attach to any pole. Licensee shall make application for and receive a license therefor in the form of APPENDIX Forms A-1 and A-2. Such license shall not be unreasonably withheld or delayed.
- B Licensor shall provide Licensee a nondiscriminatory license to any pole, duct, conduit or right-of-way owned or controlled by Licensor unless there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.

Article VIII POLE MAKE-READY WORK

- A Field Survey will be required for each pole for which attachment is requested to determine the adequacy of the pole to accommodate Licensee's attachments. The Field Survey will be performed jointly by representatives of Licensor, joint user (if applicable) and Licensee.
- In performing all Make-Ready Work to accommodate Licensee's attachments, Licensor will endeavor to include such work in its normal work load schedule.
- If Licensor intends to modify or alter any pole, duct, conduit or right-of-way in which Licensee has an attachment, Licensor shall provide Licensee written notification of such action in order that Licensee shall have a reasonable opportunity to add to or modify its existing attachment. If Licensee desires to add to or modify its existing attachment after receiving such notification, Licensee shall bear a proportionate share of the costs incurred by Licensor in making such pole, duct, conduit or right-of-way accessible.
- D Licensee shall not be required to beer any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity (including Licensor).

Article IX CONDUIT SYSTEM

A When an application for Conduit Occupancy is submitted by the Licensee. a Prelicense Survey by the Licensor will be required to determine the availability of the Conduit System to accommodate Licensee's communications facilities. Licensor will advise the Licensee in writing of the estimated charges that will ORDER NO. PSC-97-0702-OF-TP DOCKET NO. 970345-TP PAGE 117



apply for such Prelicense Survey and receive written authorization and advance payment from the Licensee before undertaking such a survey. A representative of the Licensee may accompany the Licenser's representative on the field inspection portion of such Prelicense Survey. Licensee shall have ninety (90) days from receipt of notice of the estimated charges to make the required payment and indicate its written authorization for-completion of the required Prelicense Survey. Failure to respond in the specified period will result in cancellation of the application.

- 8 License applications received by Licensor from two or more Licensees for occupancy of the same Conduit System will be processed by Licensor in accordance with procedures detailed in APPENDIX.
- The Licensor retains the right, in its sole judgment, to determine the availability of space in a Conduit System. In the event the Licensor determines that rearrangement of the existing facilities in the Conduit System is required before the Licensee's Communications Facilities can be accommodated. Licensor will advise the Licensee in writing of the estimated Melte-Ready charges that will apply for such rearrangement work. Licensee shall have ninety (90) days from the receipt of such written notification to make the required payment and provide its written authorization for completion of the required Make-Ready Work. Failure to respond within the specified period will result in cancellation of the application.
- In performing all Make-Ready Work to accommodate Licensee's communications facilities. Licensor will endeavor to include such work in its normal work load scredule.

Article X CONSTRUCTION, MAINTENANCE AND REMOVAL OF POLE ATTACHMENT

- A Licensee shall, at its own expense, construct and maintain its attachments on Licensor's poles in a safe condition and in a manner reasonably acceptable to Licensor, so as not to conflict with the use of the Licensor's poles by Licensor or by other authorized users of Licensor's poles, nor electrically interfere with Licensor's facilities attached thereto.
- B Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by Licensee's attachments. Where multiple licensees' attachments are involved, Licensor will attempt to the extent practical, to designate the same relative position on each pole for Licensee's attachments.

- DECET TO CHARGE Shall obtain specific written authorization from Licensor, which shall not be unreasonably withheld or delayed, before relocating, materially altering or replacing its attachments or overlashing its own cable on Licensor's poles.
- D Licensee shall give reasonable notice to the affected public authority or private . landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto.
- E. Licensee, at its expense, will remove its attachments from any of Licensor's poles within thirty (30) days after termination of the license covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period. Licenser shall have the right to remove such attachments at Licensee's expense and without any liability on the part of the Licensor for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of Licensor.

Article XI CONDUIT OCCUPANCY

- A. Licensee must obtain prior written authorization from Licensor, which shall not be unreasonably withheld or delayed, before installing, removing or performing maintenance of its communications facilities in any of Licensor's conduit systems. Licensor reserves the right to specify what, if any, work shall be performed by Licensor. Any work performed by Licensor shall be at the expense of Licensee and shall be accomplished within a time period agreed upon by the parties.
- In the event of an emergency, Licensee shall observe the procedure cuttined at APPENDIX governing entry into Licensor's manhole(s).
- C Licensor shall designate the particular duct(s) to be occupied by Licensee, the location and manner in which Licensee's communications facilities will enter and exit the conduit system and the location and manner of installation for any associated equipment which Licensor permits in the conduit system. Licensor reserves the right to exclude or limit the type, number and physical size of Licensee's communications facilities which may be placed in Licenser's conduit system; provided, however, that Licenser shall provide Licensee with a written explanation of any such exclusion or limitation so imposed.
- D Licensor's manhole(s) shall be opened only as permitted by Licensor's authorized employees or agents. Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manhole(s) and conduct work operations therein. Licensee's employees, agents or contractors will be permitted to enter or work in Licensor's manhole(s) only when an authorized employee or agent of Licensor is present or the Licensor's authorized

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employee or agent has determined the Licensee's work will not affect Licensor's equipment. Licensor's authorized employee or agent shall have the authority to suspend Licensee's work operations in and around manhole(s) if in the sole discretion of said employee or agent, any hazardous conditions arise, any unsafe practices are being followed, or the work may adversely affect Licensor's equipment. Licensee shall pay Licensor reasonable charges, as agreed by the parties, to compensate Licensor for the expense of providing an employee or agent to observe the performance of work for Licensee in and around manhole(s). The presence of Licensor's authorized employee or agent shall not relieve Licensee of its responsibility to conduct all work operations in and around Licensor's manhole(s) in a safe and workmanlike manner, in accordance with the terms of this Agreement.

- E. Licensee, at its expense, will remove its communications facilities from a conduit system within sixty (60) days after:
 - 1) termination of the license covering such conduit occupancy; or
 - the date Licensee replaces its existing facilities in one duct with substitute facilities in another duct.

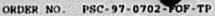
If Licensee fails to remove its facilities within the specified period, Licensor shall have the right to remove such facilities at Licensee's expense and without any liability on the part of the Licensor for damage or injury to such facilities unless caused by the negligence or intentional misconduct of Licensor.

F Licensee shall remain liable for and pay to the Licensor all fees and charges pursuant to provisions of this Agreement until all of Licensee's facilities are physically removed from Licensor's conduit system.

Article XII TERMINATION OF LICENSE

Licensee may at any time remove its attachments from a pole after first giving Licenser written notice of its intent to effect such removal and any fees shall be prorated to date of removal. Following such removal, no attachment shall again be made to such pole until Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

Article XIII
INSPECTION OF POLE ATTACHMENTS



DOCKET NO. 970345-TP

of Licensee's attachments, including guying, attached to Licensee's poles at Licensee's cost and with prior notice to Licensee as described herein.

- B Licensor will give Licensee advance written notice of such inspections, except in those instances where safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to Licensee. In such case Licensor shall provide reasonable non-written notice to licensee.
- C The making of periodic inspections or the failure to do so shall not operate to refleve Licensee of any responsibility, obligation or liability assumed under this Agreement.

Article XIV UNAUTHORIZED ATTACHMENTS

- If any of Licensee's attachments shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement, including termination of licenses, may impose a charge and require Licensee to submit in writing, within 15 days after receipt of written notification from Licensor of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by the Licensor within the specified time period. Licensee may be required at Licensor's option to remove its unauthorized attachment or occupancy within thirty (30) days of the final date for submitting the required application, or Licensor may at Licensor's option remove Licensee's facilities without liability, and the expense of such removal shall be boine by Licensee.
- For the purpose of determining the applicable charge, any unauthorized pole attachment or conduit system occupancy shall be treated as having existed for a period of 2 years prior to its discovery or from the time of the last inspection date or for the period beginning with the effective date of this License Agreement, whichever period shall be the shorter.
- Notwithstanding anything to the contrary in this Agreement, Licensee acknowledges that the placement of unauthorized pole attachments or the unauthorized occupancy of conduit systems will cause Licensor to incur expenses or damages that may be difficult or impossible to quantify. In addition to any other rights or remedies available to Licensor pursuant to this Article XIV, Licensee shall pay to Licensor as liquidated damages and not as a penalty a one-time charge of \$50.00 per unauthorized pole attachment and, in the case of unauthorized conduit occupancy, a one-time charge of \$500.00 per duct run.

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measured manhole to manhole. The parties hereby agree that said liquidated damages are a reasonable pre-estimate of Licensor's probable loss.

- Fees and charges for pole attachments and conduit system occupancies, as specified herein and in APPENDIX as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the pole attachment or conduit occupancy.
- No act or failure to act by Licensor with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities. obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

Article XV

- Licensor reserves to itself; its successors and assigns the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements subject to its obligations under this Agreement. Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communications services arising in any manner out of the use of Licensor's poles except from Licensor's negligence or willful misconduct.
- Licensee shall exercise caution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and Licensee assumes all responsibility for any and all loss from such damage caused by the negligent acts or willful misconduct of Licensee's employees, agents or contractors. Licensee shall make an immediate report to Licensor and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.
- C Each party (the "Indemnitor") shall defend, indemnify and save harmless the other (the "Indemnitoe") against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with this Agreement (including reasonable attorney's fees) including, but not limited to those which may be imposed upon, incurred by or asserted against the Indemnites by reason of (a) any work or thing done upon the poles licensed hereunder or any part thereof performed by the Indemnitor or any of its agents, contractors, servants, or employees; (b) any use, occupation, condition; operations of said poles or any part thereof by the Indemnitor or any of its agents, contractors, servants, or employees; (c) any act or omission on the part

- DOCKET NO. 970345-TP PAGE 1297 the Indemnitor or any of its agents, contractors, servants, or employees, for which the Indemnitee may be found liable (d) any accident, injury (including death) or damage to any person or property occurring upon said poles or any part thereof arising out of any use thereof by the Indemnitor or any of its agents. contractors, servants, or employees; or (e) any failure on the part of the Indemnitor to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement unless caused by the negligence or intentional misconduct of Indemnitee.
- Neither party shall be liable for indirect, consequential, special or punitive D damages of any kind.
- E The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued thereunder.

Article XVI INSURANCE

- A Licensee shall carry insurance to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in Article XV preceding.
- 9 The amounts of such insurance, shall be as follows:
 - against liability due to damage to property shall not be less than 1 \$1,000,000 as to any one occurrence and \$1,000,000 aggregate, and
 - against liability due to injury to or death of person shall not be less than 2 \$3,000,000 as to any one person and \$3,000,000 as to any one occurrence.
- C Licensee shall also carry such insurance as will protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it.
- ٥ All insurance must be effective before Licensor will authorize Licensee to make attachments to any pole and shall remain in force until such attachments have been removed from all such poles.
- F Licensee shall submit to Licensor certificates of insurance including renewal thereof, by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; that such certificates name the Licensor as an additional insured under the public liability policy, that it will not cancel or change any such policy of insurance issued to

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Licensee except after the giving of not less than sixty (60) days written notice to Licensor.

· Article XVII

Nothing herein contained shall be construed as a grant of an exclusive authorization, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise. to use any pole covered by this Agreement provided there is no interference with the rights granted to Licensee hereunder.

Article XVIII ASSIGNMENT OF RIGHTS

- A Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of Licensee's successors, without the prior written consent of Licenser, which shall not be unreasonably withheld or delayed.
- B. In the event such consent or consents are granted by Licensor, then this Agreement shall extend to and bind the successors and assigns of the parties hereto.

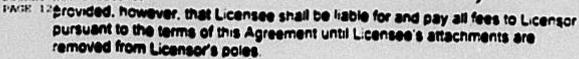
Article XIX FAILURE TO ENFORCE

Failure of a party to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

Article XX TERMINATION OF AGREEMENT

- A. If Licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement, or if Licensee's facilities are maintained or used in violation of any law and Licensee shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance, Licensor may terminate the authorizations covering the poles as to which such default or noncompliance shall have occurred.
- B. In the event of termination of this Agreement, Licensee shall remove its attachments from Licenson's poles within six (6) months from date of termination;

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C If Licensee does not remove its attachments from Licensor's poles within the applicable time period specified in this Agreement, Licensor shall have the right to remove them at the expense of Licensee and without any liability on the part of Licensor to Licensee therefor, except for the negligence or willful misconduct of Licensor, and Licensee shall be liable for and pay all fees to Licensor pursuant to the terms of this Agreement until such attachments are removed.

Article XXI TERM OF AGREEMENT

- This Agreement shall remain in effect for a term of _______vear(s) from the date A hereof. Licensee shall have the option to renew this Agreement for an additional year period upon providing Licensor thirty (30) days written notice prior to the termination date.
- 8 Termination of this Agreement shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination. Termination of any license issued pursuant to this Agreement shall not affect any remaining licenses issued hereunder.

Article XXII CHOICE OF LAW

The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of Florida, excluding its conflict of laws provisions.

Article XXIII ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement may not be modified or amended other than by a written instrument executed by both parties.

Article XXIV NOTICES

All written notices required under this Agreement shall be given by posting the same in first class mail as follows:

To Licensee:	TCG
	Attn:
with a copy to:	Teleport Communications Group Inc One Teleport Drive Staten Island, New York 10311 Attn: General Counsel
To Licensor: (Payments Only)	
	Attn:
To Licensor: (AllOthers)	
	· ·

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ORDER NO. PSC-97-070 POF-TP DOCKET NO. 970345 TP

the day and year first above written.

LICENSEE	LICENSOR
By	By:
Title	Title:

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1996
BellSouth Rental Rates for Poles & Conduit

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Service: Unbundled Eschange Access Loop

Description:

Provides the connection from the serving central effice to a subscriber's promises. It is engineered to meet the same parameters as a residence or business exchange access time.

Information relative to multiplexing of the Unbundled Exchange Access Loop is described in Altochment G-18 fellowing.

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Unburnted Exchange Access ICE - Food - 1 - 8 Miles - 8 - 25 Miles - Over 25 Miles	811 68 62.16 82.15 82.15	ANA.	1111	12.00	\$ 1 E E	=	11 12 12 12 12 12 12 12 12 12 12 12 12 1	133	wa wa wa

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Attachment C-16

Unbundled Products and Services and New Services

Service: Channelization System for Unbundled Exchange Access Loops

Description:

This new rate element provides the multiplexing function for Unbundled Exchange Access Leeps. It can convert up to 95 voice grade leeps to DS1 level for connection with the ALEC's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DS1 level to customer premise) or on a non-concentrated basis (delivers at 4 DS1 level to customer premise) at the option of the customer.

In addition to the following rate elements, 1.844 Mbps local channel and/or intereffice channel facilities may be required as set forth in E7 of BellSouth Tolecommunication's, Inc.'s Intrastate Access Service Tariff for non-collected ALECs.

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Unbunded Loop Channelesian System (DS1 to VG), Per System	\$575 00	1435 CD		1585 (0)		NUA	1995 CD		NUA	
Central Office Channel Interface (croud specific plug-in squament), 1 per croud	\$1.70	800	10 (0)	\$1.70	\$7.00	\$7.00	81 70	17 90	\$7 0 0	

Stateday	Kostusine			Leutetene			Medicalog		
Rate Elemente	Monthly	Netropyrra Pirel	Charge Add1	House,	Nonrecurring First	Charge	1	Nenresurring	Charge
Unbunded Leap Charmologism System (DS1 to VG), Par System	\$540.00	\$405 CD	NA	\$630 00	Masilian	NA	1400 00		Park
Corosa Office Channel Interface (circul specific plug-in squament), 1 per circul	11.00	***	36 00	\$1 69		20.00	81 70	86.00	

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Rate Elements	Rate	Pirgt	Charles	1	Nonrecurring Pirgs	Charge		Moneyewrong First	Charge
Unbunded Lasp Channolission System (DS1 to VG), Per System	1045.00	9475 00	3	1430 00		3	\$630 DD	9630 00	*
Central Office Charants Interface (circuit spessits plug-in squipment), 1 per prove	11.00	27.00	\$7.00	3160	800	39 00	9160	94.00	98 CD

BellSouth Telecommunications, Inc. Suite 400 Fax 904 222 8640 904 222 1201 Mancy H. Sims Director - Regulatory Relations

150 South Monroe Street Tallahossee, Honda 32301

March 19, 1997

Mrs. Blanca S. Bayo Director, Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oak Boulevard

Re: Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and US LEC of North Carolina L.L.C. ("US LEC") pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Tallahassee, Florida 32399

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and US LEC are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth telecommunications services to US LEC. The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and US LEC within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exist as to the agreement they have negotiated and that the Commission should approve their agreement.

Very truly yours

ACK

CIR EAG LEG

A. M. Loppardo

Regulatory Vice President

02872 MAIS

FREC-RECORDS/REPORTING

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and US LEC of North Carolina L.L.C. ("USLEC") a North Carolina limited liability company. This agreement may refer to either BellSouth or US LEC or both as a "party" or "parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, US LEC is an alternative local exchange telecommunications company ("ALEC" or "OLEC") authorized to provide or is intending to be authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee, and

WHEREAS, the parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and US LEC agree as follows:

1. Definitions

- A. Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.
- B. Intermediary function is defined as the delivery of local traffic (i) from a local exchange carrier other than BellSouth, an ALEC other than US LEC; or (ii) another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or US LEC to an end user of BellSouth or US LEC.
- C. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

- D. Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or unreasonable delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.
- E. Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability, less any interstate minutes of use for terminating party pays services, such as 800 Services. The denominator includes all "nonintermediary" local, interstate, intrastate toll and access minutes of use, adjusted for service provider number portability, less all minutes attributable to terminating party pays services.
- F. Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use, adjusted for those minutes of use that only apply local due to service provider number portability. The denominator is the total intrastate minutes of use including "nonintermediary" local, intrastate toll, and access, adjusted for service provider number portability less intrastate terminating party pays minutes of use.
- G. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).
- H. Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by BellCore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

II. Purpose

A. The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271 and to replace any and all other prior agreements, both written and oral (but not any contemporaneous written agreements).

B. BellSouth acknowledges and agrees that, at the time this Agreement is executed, US LEC has not filed tariffs, price lists or other similar filings with any Commission or with the Federal Communications Commission. Accordingly, for purposes of this Agreement the parties have referenced BellSouth tariffs for purposes of defining and describing the parties' relative obligations and rights. As and when US LEC files tariffs referenced in this Agreement, then such US LEC tariffs, price lists or other filings shall define and describe the rights and obligations of US LEC to the extent of the inconsistency and parties agree to reach mutual understanding of such inconsistencies prior to US LEC filings becoming effective.

III. Term of the Agreement

- A. The term of this Agreement shall be two years from the date after which US LEC operates as a CLEC or beginning November 1, 1996, whichever date is earlier.
- B. The parties agree that by no later than November 1, 1997, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration of the term of this Agreement, as provided in Section III(A).
- C. If, within 135 days of commencing the negotiation referred to in Section III (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the Commissions to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the Commissions to issue its order regarding the appropriate local interconnection arrangements no later than March 1, 1997. The parties further agree that in the event a Commission does not issue its order prior to the expiration of this Agreement or if the parties continue beyond the expiration of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to the day after the expiration of this Agreement. Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

IV. Local Interconnection

A. The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BellSouth's EAS routes shall be considered as local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

- B. Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein. The charges for local interconnection are to billed monthly and payable quarterly after appropriate adjustments pursuant to this Agreement are made. Late payment fees, not to exceed 1% per month after the due date may be assessed, if interconnection charges are not paid within thirty (30) days of the due date.
- US LEC and BellSouth enter into this Agreement with the understanding C. that the carriers would be interconnecting with each other for comparable types of calls and that the usage would likely be reasonably balanced, i.e., US LEC would be terminating to BellSouth approximately the same level of usage that BellSouth would be terminating to US LEC. If at any time during the term of this Agreement traffic is imbalanced to the degree that US LEC feels a cap on amounts owing under this Agreement is required, US LEC has the option to adopt the comparable billing provisions contained in any agreement that BellSouth negotiates or has entered into with another ALEC which contains cap provisions, after August 8, 1996 provided that US LEC adopt the billing provisions of such other agreement that are comparable to those contained in this Section IV. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local call, including non-intermediary calls, and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.
- D. The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased from BellSouth at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7) services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference.
- E. The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area US LEC desires to serve for interconnection to those end offices that subtend the access tandem or may elect to interconnect directly at the end offices for interconnection to end users served by that end office. BellSouth will connect at each end office or tandem inside that local calling

- area. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate access tariff, as amended from time to time will apply.
- F. Nothing herein shall prevent US LEC from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection, provided, however, that if US LEC orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge US LEC the lower of the interstate or intrastate tariffed rate or promotional rate.
- G. The parties agree to establish trunk groups from the interconnecting facilities of subsection (D) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. The parties agree that either no charges will be assessed or reciprocal charges will be assessed for network to network interfaces where the parties are certified as providers of local exchange services. BellSouth's treatment of US LEC as to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges.
- H. Whenever BellSouth delivers traffic to US LEC for termination on US LEC's network, if BellSouth cannot determine because of the manner in which US LEC has utilized its NXX codes whether the traffic is local or toll BellSouth will not compensate US LEC pursuant to this section but will, instead, charge US LEC originating intrastate network access service charges as reflected in BellSouth's intrastate Access Service Tariff. Notwithstanding the foregoing, BellSouth will make the appropriate billing adjustments if US LEC can provide sufficient information for BellSouth to make a determination as to whether said traffic was local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that US LEC cannot determine whether the traffic it delivers to BellSouth is local or toll, then the preceding sentences of this subsection we shall apply, with the parties appropriately reversed.

- I. If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) an ALEC other than US LEC; (2) a local exchange telecommunications company other than BellSouth ("ICO"); or (3) another telecommunications company such as a wireless telecommunications service provider, the parties agree that compensation shall be on the basis of mutual traffic exchange. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to subsection (K) of this section.
- J. When the parties provides an access service connection between an interexchange carrier ("IXC") and each other, each party will provide their own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the intermediary tandem function.
- point billing for all traffic to which MECAB applies, including traffic terminating to ported numbers, and to employ 30 day billing periods for said arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. The parties agree that there will be technical, administrative, and implementation issues associated with achieving the intent of this subsection. As such, the parties further agree to work as expeditiously as possible to achieve this provision. BellSouth agrees, to the extent BellSouth controls such information, to provide billing information to US LEC at the same level as provided to other parties.
- L. The ordering and provision of all services purchased from BellSouth by US LEC shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

V. IntraLATA and InterLATA Toll Traffic Interconnection

A. The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's network, each party will pay to the other BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. The parties agree that their terminating switched access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.

- the other BellSouth's intrastate switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services Tariff as that Tariff is amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If US LEC is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses US LEC as an interexchange carrier on a 10XXX basis, BellSouth will charge US LEC the appropriate tariff charges for originating network access services. If BellSouth is serving as the US LEC end user's presubscribed interexchange carrier or if the US LEC end user uses BellSouth as an interexchange carrier on a 10XXX basis, US LEC will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.
- C. The parties agree that to the extent US LEC provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.
- D. Each party agrees to compensate the other, pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.
- E. Each party will provide to the other party the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.
- F. If during the term of this Agreement, either party provides interLATA 800 services, it will compensate the other for the origination of such traffic pursuant to subsection D, above. Each party shall provide the appropriate records for billing pursuant to subsection E, above.
- G. Should US LEC require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. US LEC shall utilize SS7 Signaling links, ports and usage as set forth in Attachment C-7, incorporated herein by this reference. US LEC will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SSP equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said service shall be as set forth in BellSouth's Intrastate Access Services Tariff as said tariff is amended from time to time during the term of this Agreement.

VI. Service Provider Number Portability

- A. Service Provider Number Portability (SPNP) is an interim service arrangement provided by each party to the other whereby an end user, who switches subscription of his local exchange service from BellSouth to US LEC, or vice versa, is permitted to retain use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number. SPNP is utilized when the parties are providing services via their own switches and not through the resale of one party's telecommunications services. SPNP services are available in two arrangements, SPNP-Remote and SPNP-DID Notwithstanding the foregoing, SPNP is not available when the end user's existing account has been denied or disconnected for nonpayment and an outstanding balance remains unpaid.
- B. SPNP services and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices. SS7 Signaling is required for the provision of SPNP services SPNP-DID is available from either party on either a per DS0, DS1 and DS3 basis Where SPNP-DID is provided on a DS1 or a DS3 basis, applicable channelization rates as specified in Attachment C-16, incorporated herein by this reference. SPNP is available only for basic local exchange service.
- C. SPNP is available only where US LEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular US LEC assigned telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or US LEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.
- D. SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by US LEC or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the SPNP-Remote end user. SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number.
- E. SPNP-DID service provides trunk side access to end office switches for direct inward dialing to other company's premises equipment from the

telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination, provided with SS7 Signaling only, charge applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in Section E6 of BellSouth's intrastate Access Services tariff, as said Tariff is amended from time to time during the term of this Agreement. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of 2 channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number group, however there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the party's terminal location are as set forth in E6.1.3.A. of BellSouth's intrastate Access Services tariff, as amended from time to time during the term of this Agreement.

- F. SPNP services will be provided at the charges contained in Attachment B-3 for SPNP-RCF and Attachment B-4 for SPNP-DID. Both Attachments are incorporated herein by this reference.
- G. The calling party is responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or US LEC is responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either party may request that the other block collect and third party non-sent paid calls to the SPNP assigned telephone number. If the party does not request blocking, the other party will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges, provided at the individual end user account level. The detail will include itemization of all billable usage. As an alternative to the itemized monthly bill, each party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated format. US LEC usage originated

elsewhere and delivered via CMDS to the sending BellSouth RAO will be provided in rated format.

- M. Each party is responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other party or any of its end users. In the event that either party determines in its sole judgment that the other party will likely impair or is impairing, or interfering with any equipment, facility or service of such party or any of its end users, that party may either refuse to provide SPNP service or terminate SPNP service that is likely to impair, is impairing or is interfering with the facility, equipment or service of the other party.
- I. Each party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either party chooses to disconnect or terminate any SPNP service, that party is responsible for designating the preferred standard type of announcement to be provided.
- J. Each party will be the other's party's single point of contact for all repair calls on behalf of each party's end user. Each party reserves the right to contact the other party's customers, if reasonably deemed necessary, for maintenance purposes.
- K. Neither party is responsible for adverse effects on any service, facility or equipment related to the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the possibility that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics can not be specified by either party for such calls. Neither party is responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other party obsolete or renders necessary modification of the other party's equipment.
- L. For that terminating IXC traffic ported to either party which requires use of either party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other

party to bill the IXCs directly for terminating access to ported numbers, then the parties agree to work cooperatively to develop a surrogate method to approximate the access minutes, and a settlement process to recover those access revenues due it as a co-provider of access services to IXCs. During the interim, while the surrogate is being developed, the tandem provider will bill the IXC full terminating switched access charges, keep the interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to the other party. If a toll intraLATA call is delivered, the delivering party will pay terminating access rates to the other party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

- M. If either party has direct connections to the IXCs for the termination of all interLATA traffic and it is only through the use of SPNP services that the tandem is being utilized and the tandem provider receives network access service revenues from the terminating IXC, the other party will bill the network access charges for the terminating facilities used for that interLATA traffic. This circumstance may also arise where an intraLATA toll call from one party's customer is sent to a number that is, in turn, forwarded through the use of SPNP services to the other party's customer. If so, the terminating party will bill the other party the network access charges for the terminating facilities used for that intraLATA toll traffic.
- N. If prior to or during the term of this Agreement, the Federal Communications Commission issues regulations pursuant to 47 U.S.C. §251 to require number portability different than that provided pursuant to this subsection, the parties agree to fully comply with those regulations.

VII. Provision of Unbundled Elements

- A. BellSouth will offer an unbundled local loop to US LEC at the current rates as set forth in Attachment C-15, incorporated herein by this reference. Special construction charges, if applicable, will be as set forth in BellSouth's Intrastate Special Access Tariff as said tariff is amended from time to time during the term of this Agreement. BellSouth will also offer, as a new service loop concentration as set forth in Attachment C-16, incorporated herein by this reference. The parties agree that loop concentration service as offered above is not an unbundled element.
- B. BellSouth will offer to US LEC unbundled loop channelization system service which provides the multiplexing function to convert 96 voice grade loops to DS1 level for connection with US LEC's point of interface. Rates are as set forth in Attachment C-16, incorporated herein by this reference.
- C. BellSouth will offer to US LEC unbundled local transport from the trunk side of its switch at the rates as set forth in Attachment B-1, incorporated herein by this reference.

- D. BellSouth will offer to US LEC unbundled local switching at the rates as set forth in Attachment C-17, incorporated herein by this reference, for the unbundled exchange service port.
- feasible, provide to US LEC access to its network elements for the provision of any US LEC telecommunications service. Any request by US LEC for access to a BellSouth network element that is not already available shall be treated as a network element bona fide request. US LEC agrees to pay the costs associated with the bona fide request if US LEC cancels the request or fails to purchase the service once completed. US LEC shall provide BellSouth access to its network elements as mutually agreed by the parties or as required by a Commission or the FCC.
- F. A network element obtained by one party from the other party under this section may be used in combination with the facilities of the requesting party only to provide a telecommunications service, including, but not limited to, obtaining billing and collection, transmission, and routing of the telecommunications service.

VIII. Access To Poles, Ducts, Conduits, and Rights of Way

BellSouth agrees to provide to US LEC, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth.

IX. Access to 911/E911 Emergency Network

- A. For basic 911 service, BellSouth will provide to US LEC a list consisting of each municipality in each state that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. US LEC will arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. US LEC will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, US LEC shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection (B), below.
- B. For E911 service, US LEC shall install a minimum of two dedicated trunks originating from US LEC's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per

the u-255 Law convention. US LEC will provide BellSouth daily updates to the E911 database.

- C. If a municipality has converted to E911 service, US LEC will forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, US LEC will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.
- D. BellSouth and US LEC agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it is amended from time to time during the term of this Agreement by BellSouth, shall determine the appropriate procedures and practices of the parties as to the provision of 911/E911 Access.
- E. The applicable rate elements are as set forth in Attachment C-3, incorporated herein by this reference.

X. Provision of Operator Services

- A. The parties agree to mutually provide busy line verification and emergency interrupt services pursuant to each party's published tariffs as the tariffs are amended from time to time during the term of this Agreement.
- B. BellSouth will offer to US LEC Operator Call Processing Access Service; and Directory Assistance Access Services (Number Services). Rates, terms and conditions are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.
- C. BellSouth will offer to US LEC CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-11, incorporated herein by this reference.

XI. Directory Listings

A. Subject to execution of an agreement between US LEC and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation, ("BAPCO"), substantially in the form set forth in Attachment C-1, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) US LEC's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to US LEC's subscribers.

- B. BellSouth will include US LEC's subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge US LEC to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.
- C. BellSouth will provide US LEC a magnetic tape or computer disk containing the proper format for submitting subscriber listings. US LEC will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.
- D. BellSouth will accord (and shall cause BAPCO to accord) US LEC's directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to US LEC's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.
- E. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

XII. Access to Telephone Numbers

- A. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that US LEC has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the BellCore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. US LEC agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.
- B. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

XM. Access to Signaling and Signaling Databases

A. Each party will offer to the other party use of its signaling network and signaling databases on an unbundled basis at published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

- B. BellSouth agrees to input the NXXs assigned to US LEC into the Local Exchange Routing Guide ("LERG").
- C. BellSouth will enter US LEC line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in Attachment C-5, incorporated herein by this reference. Entry of line information into LIDB will enable US LEC's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.
- D. If US LEC utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

XIV. BellSouth's Offer of Services Available for Resale

- A. The rates pursuant by which US LEC is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Attachment D, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.
- B. US LEC may resell the tariffed telecommunications services of BellSouth, including any broadband exchange line or SynchroNet® service, subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; legislatively or administratively mandated specialized discounts (e.g., education institutions discount); and discounted services to meet competitive situations. BellSouth agrees that US LEC may resell the broadband exchange line or Synchronet service as provided by BellSouth in any technically feasible manner alone or in conjunction with its own service offering.
- C. The provision of services by BellSouth to US LEC does not constitute a joint undertaking for the furnishing of any service.
- D. US LEC will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from US LEC for all services.
- E. US LEC will be BellSouth's single point of contact for all services purchased pursuant to this Agreement including all ordering activities and repair calls. For all repair requests, US LEC accepts responsibility for adhering to BellSouth's

prescreening guidelines prior to referring the trouble to BellSouth. BellSouth may bill US LEC for handling troubles that are found not to be in the BellSouth network. The parties agree that BellSouth may contact US LEC's customers, if in its sole discretion it reasonably deems it necessary for maintenance purposes. BellSouth shall have no other contact with the end user except to the extent provided for herein.

- F. Either party may bill the end user for any services that the end user specifies it wishes to receive directly from either party. Both parties maintain the right to serve directly any end user within the service area of US LEC and agree not to interfere with the right of any end user to obtain service directly from the other party. Both parties will directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of the other party.
- G. In most circumstances, the current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the end user's account for which payment arrangements have not been made. Neither party will, however, make the end user's previous telephone number available to the other party until the end user's outstanding balance has been paid.
- H. BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to US LEC for a charge not less than BellSouth's cost.
- t. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
 - Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
 - 2. Cause damage to their plant;
 - Impair the privacy of any communications; or
 - 4. Create hazards to any employees or the public.

US LEC assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by US LEC.

J. US LEC agrees that its resale of BellSouth services shall be as follows:

- The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
- 2 To the extent US LEC is a telecommunications carrier that serves greater than 5 percent of the nation's presubscribed access lines, US LEC shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by US LEC are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.
- 3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in BellSouth's A23 or A27 Shared Tenant Service Tariff, as appropriate.
- 4. US LEC is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2.3.2.A. of BellSouth's tariff.
- 5. Resold services can only be used in the same manner as specified in BellSouth's tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g., a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of BellSouth's Tariff referring to Shared Tenant Service.
- K. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

- L. No patent, copyright, trademark or other proprietary right is licensed, granted or other wise transferred by this Agreement. US LEC is strictly prohibited from any use, including but not limited to sale, marketing or advertising, of any BellSouth name or trademark.
- M. Services resold under BellSouth's tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth. US LEC or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.
- N. BellSouth will not perform billing and collection services for US LEC as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth
- O. Until such time as BellSouth receives permission from the FCC to bill the End User Common Line (EUCL) charge to US LEC, BellSouth will, on an interim basis, bill US LEC the charges shown below which are identical to the EUCL rates billed by BellSouth to its end users.

		Monthly Rate
1	Residential (a) Each Individual Line or Trunk	\$3.50
2	Single Line Business (b) Each Individual Line or Trunk	53.60
3.	Multi-line Business (c) Each Individual Line or Trunk	\$4.00

- P. The procedures for discontinuing end user service purchased by US LEC for resale to an end user are as follows:
 - Where possible, BellSouth will deny service to US LEC's end user on behalf of, and at the request of, US LEC. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of US LEC
 - At the request of US LEC, BellSouth will disconnect a US LEC end user customer.
 - 3 All requests by US LEC for denial or disconnection of an end user for nonpayment must be in writing.

- 4. US LEC will be made solely responsible for notifying the end user of the proposed disconnection of the service.
- 5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise US LEC when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by US LEC and/or the end user against any claim, loss or damage arising from providing this information to US LEC. It is the responsibility of US LEC to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.
- Q. The procedures for discontinuing service to US LEC are as follows:
- 1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by US LEC of the rules and regulations of BellSouth's tariffs.
- 2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to US LEC, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice, and US LEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.
- If payment of the account is not received, or arrangements made, by the bill
 day in the second consecutive month, the account will be considered in
 default and will be subject to denial or disconnection, or both.
- 4. If US LEC fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, BellSouth may, on thirty days written notice to the person designated by US LEC to receive notices of noncompliance, discontinue the provision of existing services to US LEC at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice, and US LEC's noncompliance continues, nothing contained herein shall preclude.

BellSouth's right to discontinue the provision of the services to US LEC without further notice

- 5 If payment is not received or arrangements made for payment by the date given in the written notification, US LEC's services will be discontinued. Upon discontinuance of service on a US LEC's account, service to US LEC's end users will be denied. BellSouth will also reestablish service at the request of the end user or US LEC upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.
- 6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.
- R. BellSouth may require US LEC to make a deposit, if evidence of good credit cannot be provided, when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves US LEC from the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that US LEC defaults on its account, service to US LEC will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to US LEC during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to US LEC by the accrual date.
- S. Notwithstanding any other provision of this Article XIV, BellSouth may not assess late payment charges or terminate services which it makes available to US LEC for resale based upon the failure of US LEC to pay amounts owing hereunder when due if such unpaid amounts have not been paid by US LEC on the basis of a bona fide dispute; however, in the event that the dispute is resolved in favor of BellSouth, late payment charges may be assessed from and after the date that such amounts were originally due and owing.

XV. Ordering of Services From BeltSouth For Resale Purposes

A. The ordering and provision of services purchased from BellSouth for resale purposes by US LEC shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Reseller) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

- B. When the initial service is ordered by US LEC, BellSouth will establish an accounts receivable master account for US LEC.
- C. BellSouth shall bill US LEC on a current basis all applicable charges and credits
- D. Payment of all charges will be the responsibility of US LEC. US LEC shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by US LEC from US LEC's customer. BellSouth will not become involved in billing disputes that may arise between US LEC and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- E. BellSouth will render bills each month on established bill days for each of US LEC's accounts.
- F. BellSouth will bill US LEC in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual end user account level.
- G. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available U.S. funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

H. Upon proof of tax exempt certification from US LEC, the total amount billed to US LEC will not include any taxes due from the end user. US LEC will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

- I. As the customer of record, US LEC will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.
- J. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lessor of:
 - 1 The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that US LEC actually makes the payment to BellSouth, or
 - 0 000590 per day, compounded daily for the number of days from the payment due date to and including the date that US LEC actually makes the payment to BellSouth.
- K. Any Carrier Common Line charges (CCL) associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth
- L. In general, BellSouth will not become involved in disputes between US LEC and US LEC's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, US LEC shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with US LEC to resolve the matter in as timely a manner as possible. US LEC may be required to submit documentation to substantiate the claim.
- M. US LEC is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by BellSouth within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon US LEC.
- N. Notwithstanding any other provision of this Article XV, BellSouth may not assess late payment charges or terminate services which it makes available to US LEC for resale based upon the failure of US LEC to pay amounts owing hereunder when due if such unpaid amounts have not been paid by US LEC on the basis of a bona fide dispute; however, in the event that the dispute is resolved in favor of BellSouth, late

payment charges may be assessed from and after the date that such amounts were originally due and owing.

XVI. Network Design and Management

- A. The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.
- C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.
- D. Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased.
- E. The parties agree to provide LEC-to-LEC Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.
- F. For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as state by engineering requirements for both parties.
- G. The parties agree to provide each other with the proper call information, i.e., originated call party number and destination call party number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth or US LEC provides recording capabilities. The exchange of information is required to enable each party to bill properly.

XVII. Disconnection of Existing End User Service

- A. BellSouth will accept requests from US LEC to disconnect the service of an existing BellSouth end user. BellSouth will accept a request directly from an end user for conversion of the end user's service from US LEC to BellSouth or will accept a request from another ALEC or US LEC for conversion of the Service Provider Number Portability service associated with an end user's service from US LEC to the second ALEC. BellSouth will notify US LEC that such a request has been processed. BellSouth will not require end user confirmation prior to disconnecting the end user's service. US LEC must, however, provide proof of authorization upon request.
- B. If either party determines that an unauthorized change in local service provider has occurred, it will reestablish service with the appropriate local service provider as requested by the end user and will assess the other party an unauthorized change charge of \$19.41 per line or trunk for residence or business. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed because of the unauthorized change. These charges may be adjusted if satisfactory proof of authorization is provided.
- C. Either party may designate itself as the preferred provider of local exchange service for its own pay telephones.

XVIII. Implementation of Agreement

The parties agree that within 90 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, conversion, reconfiguration, ordering, testing, and full operational time frames. Both parties agree to provide the appropriate staff support to ensure effective implementation, administration of this Agreement and conversion of existing services to the appropriate rates contained in this Agreement. Any changes in billing to US LEC shall be as of the effective date of this Agreement. The implementation schedule shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference.

XIX. Auditing Procedures

A. Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by

the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

- BellSouth over the same facilities, US LEC shall provide a projected Percentage Interstate Usage ("PIU") as defined herein to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in E2 3 14 of BellSouth's Intrastate Access Services Tariff will apply to US LEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.
- C. BellSouth reserves the right to periodically audit services purchased by US LEC for the purposes of resale to confirm that such services are being utilized in conformity with this Agreement. US LEC agrees to make any and all records reasonably related to such conversion available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Agreement, US LEC shall be notified and billing for the service will be immediately changed to conform with this Agreement. Service charges, back billing and interest may be applied.
- D. All audits shall be performed in a manner so as not to unreasonably interfere with the business of the party being audited

XX. Liability and Indemnification

- A. With respect to any claim or suit by US LEC, an US LEC customer or by any other person or entity, other than for willful misconduct or gross negligence, for damages associated with any of the services provided by BellSouth pursuant to this Agreement or otherwise, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and except as provided in C. through G. following, BellSouth's liability shall not exceed an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected.
- B. With respect to any claim or suit by BellSouth, a BellSouth customer or by any other person or entity, other than for willful misconduct or gross negligence, for damages associated with any of the services provided by US LEC pursuant to this Agreement or otherwise, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to

the provisions of B. through G following, US LEC's liability shall not exceed an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected.

- C. Neither party shall be liable to the other party for any act or omission of any other telecommunications company not a party to this Agreement providing a portion of a service.
- D. Neither party is liable for damages to the other party's terminal location, POI or customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by the party's gross negligence or willful misconduct.
- E. Each party shall be indemnified, defended and held harmless by the other against any claim, loss or damage arising from a party's use of services provided by the other party under this Agreement, involving 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from a party's own communications, 2) Claims for patent infringement arising from acts combining or using the service furnished by the other party in connection with facilities or equipment furnished by the other party or the other party's customer, 3) any claim, loss, or damage claimed by a customer, arising from the party's use of services provided by the other party under this Agreement; or 4) all other claims arising out of use of services provided pursuant to this Agreement.
- F. Neither party assumes liability for the accuracy of the data provided to it by the other party and each party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, injury whatsoever, that may result from the accuracy of data provided in conjunction with the provision of any service provided pursuant to this Agreement.
- G. Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Each party shall be indemnified, defended and held harmless by the other from any and all claims by any person relating to the other party or the other party's customer's use of services so provided.
- H. No license under patents (other than the limited license to use) is granted or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Each party will defend the other against claims of patent infringement arising solely from the use by the other party of services offered pursuant to this Agreement and will indemnify the other party for any damages awarded based solely on such claims.
- I. Both parties' failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil

commotion, criminal actions taken against either party, acts of God and other circumstances beyond the party's reasonable control

J. This obligations of the parties contained within this section shall survive the expiration of this Agreement.

XXI. More Favorable Provisions

- A. The parties agree that if ---
- the Federal Communications Commission ("FCC") or the Commission finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations, or
- 2. the FCC or the Commission preempts the effect of this Agreement, then, in either case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or Commission action giving rise to such negotiations. The parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation or preemption.
- In the event that BellSouth, either before or after the effective date of this 8. Agreement, enters into an agreement with any other telecommunications carrier (an "Other Interconnection Agreement") which provides for the provision within a particular state covered under this Agreement of any of the arrangements covered by this Agreement to be provided in a particular state upon rates, terms or conditions that differ in any material respect from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), then except as provided in Section XXI.F. BellSouth shall be deemed thereby to have offered such arrangements to US LEC for that state upon such Other Terms, which US LEC may accept as provided in Section XXI E. In the event that US LEC accepts such offer within sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or within thirty (30) days after US LEC acquires actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms for such arrangement for the particular state shall be effective between BellSouth and US LEC as of the effective date of such Other Interconnection Agreement. In the event that US LEC accepts such offer more than sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or more than thirty (30) days after acquiring actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may

be, such Other Terms shall be effective between BellSouth and US LEC as of the date on which US LEC accepts such offer.

- In the event that after the effective date of this Agreement the FCC or the Commission enters an order (an "Interconnection Order") requiring BellSouth to provide within a particular state covered under this Agreement any of the arrangements covered by this Agreement to be provided in a particular state upon Other Terms, then upon such Interconnection Order becoming final and not subject to further administrative or judicial review, except as provided in Section XXI F, BellSouth shall be deemed to have offered such arrangements in that state to US LEC upon such Other Terms, which US LEC may accept as provided in Section XXI E. In the event that US LEC accepts such offer within sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms for such arrangement for the particular state shall be effective between BellSouth and US LEC as of the effective date of such Interconnection Order. In the event that US LEC accepts such offer more than sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and US LEC as of the date on which US LEC accepts such offer.
- D. In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate or interstate tariffs (each, an "Interconnection Tariff") offering to provide in a particular state covered under this Agreement any of the arrangements covered by this Agreement to be provided in a particular state upon Other Terms, then upon such Interconnection Tariff becoming effective, except as provided in Section XXI.F. BellSouth shall be deemed thereby to have offered such arrangements in that state to US LEC upon such Other Terms, which US LEC may accept as provided in Section XXI.E. In the event that US LEC accepts such offer within sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms for such arrangements for the particular state shall be effective between BellSouth and US LEC accepts such offer more than sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and US LEC as of the date on which US LEC accepts such offer.
- E. In the event that BellSouth is deemed to have offered US LEC the arrangements covered by this Agreement upon Other Terms, US LEC in its sole discretion may accept such offer either --
 - by accepting such Other Terms in their entirety, or
- 2. by accepting the Other Terms that directly relate to any of the following arrangements as a whole:

- a. local interconnection.
- b. interLATA and IntraLATA toll traffic interconnection,
- c. unbundled access to network elements, which include: local loops, network interface devices, switching capability, interoffice transmission facilities, signaling networks and call-related databases, operations support systems functions, operator services and directory assistance, and any elements that result from subsequent bone fide requests,
 - d. access to poles, ducts, conduits and rights-of-way,
 - access to 911/E911 emergency network,
 - f. collocation, or
 - access to telephone numbers

The terms of this Agreement, other than those affected by the Other Terms accepted by US LEC, shall remain in full force and effect.

- F. Corrective Payment. In the event that --
- BellSouth and US LEC revise this Agreement pursuant to Section XXI.A.
 or
- 2. US LEC accepts a deemed offer of Other Terms pursuant to Section XXI E, then BellSouth or US LEC, as applicable, shall make a corrective payment to the other party to correct for the difference between the rates set forth herein and the rates in such revised agreement or Other Terms for substantially similar services for the period from the effective date of such revised agreement or Other Terms until the date that the parties execute such revised agreement or US LEC accepts such Other Terms, plus simple interest at a rate equal to the thirty (30) day commercial paper rate for high-grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in The Wall Street Journal.

XXII. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and

that the Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement without restriction on disclosure, 2) lawfully obtained from any source other than the owner of the Information without restriction on disclosure; or 3) previously known to the receiving party without an obligation to keep it confidential, 4) is required to be disclosed by judicial or administrative action provided that the party intending to disclose the information pursuant to this Agreement shall have first advised the other party of the proposed disclosure and shall have taken reasonable steps to ensure the confidentiality of the Information.

XXIII. Resolution of Disputes

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the individuals in each company that negotiated the Agreement. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

XXIV. Limitation of Use

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

XXV. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXVI. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles

XXVII. Arm's Length Negotiations

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

XXVIII. Notices

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

BellSouth Telecommunications, Inc. Rich Dender, Acct. Manager South E4E1 3535 Colonnade Parkway Birmingham, AL 35243 US LEC of North Carolina L.L.C. Executive Vice President-Regulatory and Administration Suite 1540 212 S. Tryon St. Charlotte, NC 28281

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

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

XXIX. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior (but not contemporaneous) agreements between the parties, relating to the subject matter contained herein and merges all prior and contemporaneous discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc	US LEC of North Carolina, L L C
Signature / //	Signature Signature
Danie	EMP of Regulatory and Administration
Title	Title
1.1.194	November 8, 1996
1. / 7. /9(Date	Date

Mincheson B-1

Local Interconnection Service

Service: Local Interconnection*

Description: Provides for the use of BottSouth Switching and transport facilities and common subscriber plant for connecting calls between an ALEC's Point of Interface (PDI) and a BellSouth and user.

It can also be used to connect calls between an ALEC and an intereschange Carrier (IC), and independent Exchange Telephone Company (ICO), or a Mobile Service Service Provider (MSP), or between two ALECs

It is furnished on a per-trunk basis. Trunks are differentiated by traffic type and directionality. There are two major traffic types.

[1] Local and [2] informediary. Local represents traffic from the ALEC's POI to a BettSouth landem or end office and informediary represents traffic originated or terminated by an ALEC which is inforconnected with an IC, ICO, MSP or another ALEC.

Rates and charges will be applied as indicated below.

State(s):	Alabama						Florida					
MATE ELEMENTS	MOU	Applied	Monthly	Applied	Non-	Applied	MOU	Applied Per	Monthly	Applied	Non-	Applied
DS1 Local Channel			\$133.81	rc	BOOK OF THE PARTY OF THE	LC - AMI			\$133.81	ıc	100000000000000000000000000000000000000	LC - Att
DS1 Dedcated Transport	-			per mile fac term		fac form				per mile fac term.	\$100 49	fac ferm
DS1 Common Transport	\$0 00004	F. S. & GOOD AND AND ASSESSED.					\$0,00004	per mile fac form		-		
Local Switching LS2 (FGD)	\$0 00036	access mou		:			\$0 00876	access mou		-	-	
Tandem Switching Information Surcharge	\$0 00074	access mou	:	-	-	#	\$0,00050	access mou	-	-	-	
Tandem Intermediary Charge**	A CONTRACTOR OF THE PARTY OF TH	access mou					\$0 002	access mou	**	-		-
Composte Rate DS1 Dedicated	\$0.00978		1			115/01/2	\$0.01020					
comparate Rate DS1 Fandem Sor	\$0,00991				00.00	Constant Contract Con	10 01054		Part College			

State(s)	Georgie						Kentuchy				dilini	
RATE ELEMENTS	MOU	Applied	Monthly	Applied	Non- Recut	Applied Per	-	Applied Per	Monthly Recur	Applied Per	Non- Recut	Applied
DS1 Local Channel		A PART	\$133.61	4.5.200000	Section Control	LC - FINI	THE RESERVE AND A RESERVE AND A		\$177.0:	IC	Market Street Control	LC - AM
DS1 Dedicated Transport	100000000000000000000000000000000000000		\$23 50	per mile	255	1000			\$23 50	per mile		
	1000	Mineralli			\$100 49	fac term			\$90 00	fac term.	\$100 49	fac term
DS1 Common Transport	\$0,00004	per mile	4		S. 4011	++	\$0 00004	per mile	**	18.45	-	*
	\$0,00036		1	-		+	\$0 00036	fac term	44	199435	**	
Local Switching LS2 (FGD)	1977/05/05/05/05	access mou	1	100		-	\$0 00755	access mou	**	-	-	
Tandem Switching		access mou		-		*	\$0 00074	access mou	**	-	20	
Information Surcharge	-	•	-	-	•			From 100 mou	-	-		
Tandem Intermediary Charge**	\$0 002	access mou	-		-	-	80 003	access mou	**			
Companie Rate DS1 Descript	\$0 00978		banks.		-51		\$2 00978	E-KNOW		654		
Composite Rate-DS1 Tandem Sw	50 00991	-			A PERSON	The Later of	\$0,00991		West Con-	NET TO MAKE		-

^{*}Rutes are displayed at the DS1-1 544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's. Inc 's Intrastate Access Tariff

The Tandem Intermediary Charge applies only to Intermediary Traffic.

151 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collected.

DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Interoffice Channel terminated. Can be used.

from the ALEC's serving wire center to the end users end office or from the ALEC's serving with center to the landern.

Common Transport. Composed of Common Transport facilities as determined by BetSouth and permits the transmission of calls ferminated by BetSouth.

Access Tandem Switching. provides function of switching traffic from or to the Access Tandem from or to the end office switching. The Access Tandem Switching. charge is assessed on all terminating minutes of use switched at the access landom

Local Interconnection Service

Service Local Interconnection* (Confid)

State(s):	Louisiana	Louisland Ministrated										
RATE ELEMENTS	MOU	Applied	Monthly	Applied	Non- Recut	Applied Per	Per	Applied	Mounthly	Apphed Per	Non- Recur	Applied
DS1 Local Channel	-		\$133.81			LC - First			\$133.81	re	INCOME STATE	LC - Add
DS1 Dedicated Transport	-	-		per mile fac term	\$100 49	fac form			1 TO	per mile fac term,	\$100 49	fac form
DS1 Common Transport	\$3 00004	the accompanion of the same					10 00004	A. W. Cale of Value 2, September 2		-		-
Local Switching LS2 (FGD)	50 00069	access mou			-	-	50 00787	access mos		-		
Tundem Switching Information Surcharge	50 00090	accass mov		-	-	-	-	-		-		
Tandem Intermediary Charge**	\$0.003	access mon	•		-		\$0 002	accass mou			•	*
Composite Rate-DS1 Dedicated	\$0 01021		W. C.	Sirisin	966		\$0.00978			White St		
Composite Rate OS1 Tandem Six	10 01049		POND IN		4100000	MATERIAL PROPERTY.	\$0.00991			NORTH PROPERTY.		

State(s)	N Carolina S Carolina											
HATE FLEMENTS	Per	Applied	Monthly	Applied	Non-	Applied	MOU	Applied Per	Monthly	Applied Per	Non- Recur	Applied Per
051 Local Channel			\$133.61	rc		LC - AMI		Me Tee	\$133.61	rc		LC - FIN
DS1 Dedicated Transport	-			per mile fac term		lac lerm			The second second	for mile	\$100 49	for heres
DS1 Common Transport	50 00004	per mile fac term		-	-		\$0,00004	8.7.47.5334.47.524.00000000		-		1
Local Switching LS2 (FGD)	\$0 01140	access mou		-			The state of the s	access mou	-			
Tandem Switching Information Surcharge	50 00074	access mou	2	-		-	E-W-0406E-7500-164-16	100 mou		-		
Tandem Intermediary Charge**	\$0 002	access mov	-	-			\$0 002	access mou		- 0	-	
Composite Rate-DS1 Descated	10 01331				0000		\$0.01323					Selvinia.
Composite Rate DS1 Tandem Sw	10 01344	AGE LINES OF THE	NODESCO.	there is no	acceptation.		\$0 01336			CHECK!		

State(s):	Yennesses		meras	214,750	T-14 (192)	
441 (LEMA1)	Per	Applied	Monthly	Mark Townson	E-10-10-000	Applied
DS1 Local Channel			\$123.81	rc		LC - FIN
DS1 Dedicated Transport	-	•		per mile fac term		fac term
DS1 Common Transport	50 00004				-	
Local Switching LS2 (FGD)		fac term	-	-		-
Tandem Switching		access mou		-	-	-
Information Surcharge	**		100	-	100	
Tandem Intermediary Charge**	\$0 002	access mou	•	19-0	*	
Composte Rate-DS1 Dedicated	\$0.01941		dillor.		1,553	Bewyer.
Composite Rate-DS1 Tandem Ser	\$0.01954		200		35154	

"Rates are displayed at the DS1-1 544 Maps level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's Inc 's Intrastate Access Tariff

Inc.'s Intrastate Access Tariff.

"The Tandem Intermediary Charge applies only to Intermediary Traffic.

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"DS1 Local Channet. denotes a DS1 dedicated transport facility between the ALEC's serving were center and the ALEC's POI, also called an Entrance Facility. This element is not required with sensices ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collected.
DS1 Dedicated Transport provides transmission and facility termination. The facilities for each DS1 interoffice Channel terminated. Can be used from the ALEC's serving with center to the tandem.

Common Transport. Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

Access Tandem Switching, provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

Local Interconnection Service

Service: Toll Switched Access

Description: Provides the Switched Local Channel, Switched Transport, Access
Tandem Switching, local end office switching and end user termination
functions necessary to complete the transmission of ALEC intrastate
and interstate calls from outside the BellSouth's basic local calling area.

Provided in the terminating direction only. Provides trunk side access to a BellSouth tandem/end office for the ALEC's use in terminating long distance communications from the ALEC to BellSouth end users.

Provided at BellSouth tandem/end office as trunk side terminating switching through the use of tandem/end office trunk equipment. The switch trunk equipment may be provided with wink start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is provided.

Provided with multifrequency address or out of band signaling. Ten digits of the called party number, as appropriate, will be provided by the ALEC's equipment to a BellSouth tandem/end office.

State(s): All

Rates, Terms and Conditions:

In all states, rates, terms and conditions will be applied as set forth in Sections E3 and E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs and in Sections 3 and 6 of the BellSouth Telecommunication's, Inc. Interstate Access Tariff, F.C.C. No. 1.

Local Interconnection Service

Service: Service Provider Number Portability-Remote

Description: Service Provider Number Portability (SPNP) is an interim service arrangement

provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC, is permitted to retain use of the existing BellSouth assigned telephone number provided that the

end user remains at the same location.

SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, assigned by BellSouth, is automatically forwarded to an ALEC assigned seven or ten digit telephone number within BellSouth's basic local calling area as defined in Section A3 of BellSouth's General Subscriber Service Tariff. The forwarded-to number is specified by the ALEC.

SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the ALEC specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis, and are in addition to the rate for SPNP-Remote service.

State(s):	Per Number Ported, Each	Additional Capacity for Simultaneous Call Forwarding, per Additional Path	Per Order, per end user location
	Monthly Rate	Monthly Rate	Nonrecurring Charge
Alabama	\$1 50	\$0.75	\$25 00
Florida	\$1 50 Business \$1 25 Residence	\$0.50 Business \$0.50 Residence	\$25 00 Business \$25 00 Residence
Georgia	\$1.75	\$0.75	\$25 00
Kentucky	\$1.50	\$0.75	\$25 00
Louisiana	\$1.50	\$0.75	\$25 00
Mississippi	\$1.75	\$0.75	\$25 00
N.Carolina	\$1.50	\$0.75	\$25 00
S.Carolina	\$1 50	\$0.75	\$25 00
Tennessee	\$1.75	\$0.75	\$25 00

Local Interconnection Service

Service: Service Provider Number Portability-Direct Inward Dialed (DID)*

Description: Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

> SPNP-DID provides trunk side access to BellSouth end office switched for direct inward dialing to ALEC premises from the telecommunications network directly to lines associated with ALEC switching equipment.

SPNP-DID will be available on either a DSO, DS1 or DS3 basis.

SPNP-DID Trunk Termination will only be provided with SS7 Signaling at rates set forth in E8 of BellSouth Telecommunication's, Inc.'s Intrestate Access Tariffs.

Direct facilities are required from the BellSouth end office where a ported number resides to the ALEC end office serving the ALEC end user.

State(s):	Alabama			Stanie a	Florida	Well-to	ABLESTAL	
RATE ELEMENTS	Monthly	Applied Per	Non- Recurring	Applied	Monthly Recurring	Applied	Non- Recurring	Applied Per
Per Number Ported - Business Per Number Ported - Residence	\$0.01 \$0.01	2403631	1000	each each	\$001 \$001	each	0.0000000000000000000000000000000000000	each each
Per Order	:	:	1000090-0-3000-	end user location	-	1	\$25 00	end user location
SPNP-DID Trunk Termination	\$13 00	trunk	1 2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	trunk-ind trunk-sub	\$15 00	trunk	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	trunk-init trunk-sub
DS1 Local Channel**	\$133.61	LC_		LC - First LC - Addi	\$133 B1 -	LC _		LC - First LC - Addi
DS1 Dedicated Transport**		per mile fac term	\$100 49	fac term		per máe fac term	\$100 49	fac term

State(s):	Georgia				Kentucky			
RATE ELEMENTS	Monthly	Applied	Non- Recurring	Applied	Monthly	Applied Per	Non- Recurring	Applied
Per Number Ported - Business Per Number Ported - Residence		each	U. C. Op O	each	32 20 20 41	each	A STATE OF THE PARTY OF THE PAR	each
Per Order	:	-	\$25 00	end user location	-	:	\$25 00	end user location
SPNP-DID Trunk Termination	\$14.00	trunk	10 to	trunk-ind. trunk-out	\$13.00	trunk	100 Per 100 Pe	trunk-ind trunk-sub
OS1 Local Channel**	\$133.61	rc_	100 N J 7 J 7 J 7 J 7 J 7 J 7 J 7 J 7 J 7 J	LC - First	\$133.61	ιc	the District of the	LC - First LC - Add1
OS1 Dedicated Transport*	\$23 50	per mile fac term	-	fac term		per mile fac term	\$100 49	fac term

^{*} Rates are displayed at the DS1-1 544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth's Intrastate Access Tariffs

May 29, 1996

[&]quot;May not be required if the ALEC is collocated at the ported number end office

Local Interconnection Service

Service: Service Provider Number Portability-Direct Inward Dialed (DID)* (Cont'd)

State(s):	Louisiana				Mississippi			
RATE ELEMENTS	Monthly	Applied	Hen- Recurring	Applied	Recurring	Applied	Non- Recurring	Applied
Per Number Ported - Business	3001	each	\$1.00	each	3001	each	\$1 00	each
Per Number Ported - Residence	\$0.01	each	\$1 00	each	\$0.01	each	\$1 00	each
Per Order		-	\$25 00	end user	-		\$25.00	end user
	-	-	-	location		-		location
SPNP-DID Trunk Termination	\$1300	trunk		trunk-int trunk-sub	\$13.00	trunk	- 100 to	trunk-ind trunk-sub
DS1 Local Channel**	\$13381	IC	\$866.97	LC - Fust	\$133.81	LC	\$866.97	LC - First
	1000000		\$486 83	LC - Add1	-	-	\$495 83	LC - Add1
DS1 Dedicated Transport**	\$16.75	per mile	**		1 To	per mile		+
	\$59.75	fac term	\$100 49	fac ferm	\$90.00	fac form	\$100 49	fac term

State(s):	N.Carolina				S.Carolina			
RATE ELEMENTS	Monthly	Applied	Non- Recurring	Applied	Monthly Recurring	Applied	Non- Recurring	Applied
Per Number Ported - Business Per Number Ported - Residence	\$0.01	each each	100000000000000000000000000000000000000	each each	THE RESIDENCE OF THE PARTY OF T	each each	THE R. P. LEWIS CO. L.	each each
Per Order	:	•	\$25 00	end user location	1	1	\$25 00	end user location
SPNP-DID Trunk Termination	\$13 00	trunk		trunk-ind trunk-sub	\$13.00	trunk	7.054155	trunk-ind trunk-sub
OS1 Local Channel**	\$133 81	rc	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	LC - First	\$133.81	rc	XXXXX	LC - First
DS1 Dedicated Transport**	250000000	per mile fac term	\$100 49	fac term		per mile fac term	\$100 49	fac term

State(s):	Tennessee			
RATE ELEMENTS	Monthly Recurring	Applied	Non- Recurring	Applied
Per Number Ported - Business Per Number Ported - Residence	\$0.01 \$0.01	A TOTAL PARTY OF	\$1 00	B (5.50.50)
Per Order	=	-	\$25 00 -	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	10. 10. 10. 10. 10. 10. 10. 10. 10. 10.	trunk-ind trunk-sub
OS1 Local Channel**	\$133.81	LC		LC - First
DS1 Dedicated Transport**	2444222	per máe fac term	\$100 49	fac term

^{*}Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's Inc.'s Intrastate Access Tariff.

[&]quot;May not be required if the ALEC is collocated at the ported number end office.

Unbundled Products and Services and New Services

Service: Subscriber Listing Information

Description: Subscriber primary listing information provided at no charge and

in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for

BellSouth at no charge to each ALEC end user customer.

State(s): All

Rates: (1) No charge for ALEC-1 customer primary listings.

(2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate

General Subscriber Services Tariffs.

AGREEMENT

1	In consideration of the mutual promises contained herein, BellSouth	Advertising
& Publis	shing Corporation, a Georgia corporation ("BAPCO") and	
2	corporation ("CARRIER") agree as follows:	

RECITALS. BAPCO is the publisher of alphabetical and classified directories
for certain communities in the southeastern region of the U.S (the "Directories").
CARRIER provides, or intends to provide, local exchange telephone service in
communities in which BAPCO publishes Directories. BAPCO and CARRIER hereby
establish the terms by which BAPCO will include listings of CARRIER subscribers in
such Directories and by which BAPCO will provide such Directories to CARRIER
subscribers.

2. CARRIER OBLIGATIONS. CARRIER agrees as follows:

- (a) CARRIER shall provide to BAPCO, or its designee, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO as set forth on Exhibit A for use by BAPCO and its affiliates and agents in publishing Directories of whatever type and format and for other derivative purposes. Such subscriber listing information shall be provided in the format and on the schedule set forth in said Exhibit, or as otherwise mutually agreed between the parties from time to time.
- (b) CARRIER shall also provide directory delivery information to BAPCO as set forth in Exhibit A for all subscribers.
- (c) CARRIER shall advise BAPCO promptly of any directory-related inquiries, requests or complaints which it may receive from CARRIER subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.
- (d) CARRIER shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by subscribers.

3. BAPCO OBLIGATIONS. BAPCO agrees as follows:

(a) BAPCO shall include one standard listing for each CARRIER subscribes per hunting group in BAPCO's appropriate local alphabetical Directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards.

- (b) BAPCO shall publish additional listings, foreign listings and other alphabetical Directory listings of CARRIER subscribers upon their request consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories at BAPCO's prevailing rates, terms and conditions.
- (c) BAPCO will distribute its regularly published alphabetical and classified Directories to local CARRIER subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new CARRIER service, if a current Directory for that geographic area has not previously been provided. Such deliveries may include separate advertising materials accompanying the Directories.
- (d) BAPCO will include CARRIER information in the customer guide pages of its alphabetical Directories for communities where CARRIER provides local exchange telephone service at the time of publication in accordance with BAPCO's prevailing standards for the same. CARRIER will provide information requested by BAPCO for such purpose on a timely basis.
- (e) BAPCO shall make available at no charge to CARRIER or its subscribers one listing for CARRIER business customers per hunting group in one appropriate heading in BAPCO's appropriate local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards.
- (f) BAPCO agrees to solicit, accept and publish directory advertising from business subscribers for CARRIER in communities for which BAPCO publishes classified Directories in the same manner and upon substantially the same terms as it solicits, accepts and publishes advertising from advertisers who are not CARRIER subscribers.
- PUBLISHING POLICIES. BAPCO shall maintain full authority over its
 publishing schedules, policies, standards, and practices and over the scope and publishing
 schedules of its Directories.

5. LIABILITY AND INDEMNITY.

- (a) BAPCO's liability to CARRIER for any errors or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for errors or omissions in any subscriber listing in any directory published by BAPCO.
- (b) Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than the cost of service for any errors or omissions in any listings published hereunder for

indemnified party may at its expense undertake its own defense in any such claim or suit. cooperation in its resolution of the same. Without waiver of any rights hereunder, the hereunder or relating to this Agreement and shall provide reasonable and timely claimed error or omission affecting this paragraph and of any claim or suit arising CARRIER subscribers. Each party shall notify in writing the other promptly of any

- or omission directories or for any default otherwise arising hereunder shall be limited to published by BAPCO. One Dollar (\$1) for any error or omission in any subscriber listing in any directory LIMITATION OF LIABILITY. BAPCO's liability to CARRIER for any errors
- such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty days prior written notice. for a term of two (2) years and shall relate to Directories published by BAPCO during TERM. This Agreement shall be effective on the date of the last signature hereto
- of the parties during its Term. ASSIGNMENT. This Agreement shall be binding upon any successors or assigns
- shall be no intended third party beneficiaries to this Agreement. venture, partnership or employment relationship between the parties or their employees, and the relationship between the parties shall be that of an independent contractor. Then RELATIONSHIP OF THE PARTIES. This Agreement does not create any joint

10. NONDISCLOSURE.

- dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All su Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time or such oral conveyance and shall be reduced to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such information from distribution, disclosure or writing within forty-five (45) days. During the term of this Agreement it may be necessary for the parties to All such
- (b) The parties will not have an obligation to protect any portion of Information which: (1) is made publicly available lawfully by a nonparty to this providing party in writing; or (5) commencing two (2) years after the termination date of Agreement; (2) is lawfully obtained from any source other than the providing party. (3 is previously known without an obligation to keep it confidential; (4) is released by the nt if such information is not a trade secret under applicable law.
- use under the terms hereof, and each such copy will be marked with the same proprietary Each party will make copies of the information only as necessary for its

notices as appear on the originals. Each party agrees to use the Information solely in support of this Agreement and for no other purpose.

- 11. <u>FORCE MAJEURE</u>. Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike, riot, embargo, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to ameliorate the effects thereof.
- PUBLICITY. Neither party shall disclose the terms of this Agreement nor use the trade names or trademarks of the other without the prior express written consent of the other.

13. REPRESENTATIVES AND NOTICES.

- (a) Each party shall name one or more representatives for contacts between the parties which shall be authorized to act on its behalf. Such representatives may be changed from time to time upon written notice to the other party.
- (b) Notices required by law or under this Agreement shall be given in writing by hand delivery, certified or registered mail, or by facsimile followed by certified or registered mail, addressed to the named representatives of the parties with copies to:

If to BAPCO:

Director-LEC/BST Interface
BellSouth Advertising & Publishing Corporation
Room 270
59 Executive Park South
Atlanta, GA 30329

With Copy to:

Vice President and General Counsel
BellSouth Advertising & Publishing Corporation
Room 430
59 Executive Park South
Atlanta, GA 30329

If to CARRIER:

14. MISCELLANEOUS. This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and /or understandings by and between the parties, whether express or implied, are superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

BELLSOUTH ADVERTISING & PUBLISHING CORPORATION	CARRIER:	
Ву:	Ву:	
(Signature) Name:	(Signature) Name:	
Name:	Name:	
Title:	Title;	
Date:	Dete:	

ACCOUNT INFORMATION SECTION (Items in this section are mandatory)

- Main Telephone Number: Main line of telephone service that all other numbers are associated to. (Area Code/NXX/Line Numbers)
- 2. Published Telephone Number: Telephone number to appear in the directory.
- 3. Old Telephone Number. If the number is changing, enter the OLD Telephone Number.
- 4. Type of Directory Service: Bus (Business) or Res (Residence)
- Order Type: N New connect order; D Disconnect service order; C Change of listings; R Directory delivery only.
- 6. Due Date: Date that service is requested.
- 7. Carrier Name: The name of the local exchange carrier and operating company code.
- 8. Carrier Number: Operating Company Number

PRIMARY LISTING INFORMATION SECTION (Items in this section are mandatory)

- Listed Name: The way the listing is to appear in the directory. (maximum 1,000 characters including spaces)
 Caption arrangements should be formatted per guidelines. Non-Pub or Non-List situations should be indicated.
- Listed Address: Current address may include street number street name, city, state, and zip code. (Note: P.O. Box or Route not acceptable). Omitted address shown as (OAD). (maximum 250 characters)
- 11. Service Address: Physical location of the telephone.
- 12. Community Name: The name of the community where the listing appears. (i.e.: the Atlanta Directory may have a Community name of Buckhead).
- 13. Zip code: 5 or 9 character code.
- 14. Yellow Pages Heading: The Yellow Page heading where customer wants his listing to appear. (Valid for Business Primary Listings only).
- 15. <u>Directory Name</u>: Name of the directory where Customer desires listing to appear (including town section if applicable). If consistent with existing central office and directory configuration, listing will be included. If different, a Foreign Listing will be charged. Directory appearance entitled free is based on the central office prefix. Entitlement for appearance in other directories will be at the rate of a Foreign Listing (FL).

BILLING INFORMATION SECTION (Items in this section are requested but optional)

- 16. Billing: Name to appear on bill.
- 17. Billing Address: Street number, street name, city, state, zig.
- 18. Contact Telephone Number: Telephone number to contact regarding billing.
- 19. Responsible Person: Owner's name or partners' names or 2 corporate officers.
- 20. Type of Ownership: Sole owner; Partnership or Corporation
- 21. Tax ID Number or Social Security Number: If sole owner, must have social security number.

DIRECTORY DELIVERY INFORMATION SECTION (Items in this section are mandatory)

- 22. Name: Personal or business name.
- 23. Delivery Address: Street number, street name, city, state, zip code of where directories are to be delivered.
- 24. Directory (Book ID): Bolt code of the directory.
- 25. Number of books now; for immediate delivery/replacement.
- 26. Number of books annually: 0 3 residence, 0 5 business, then negotiated.

REMARKS SECTION (As required)

27. Remarks: Free flow field used by Carrier for any additional information

PRIVATE/PROPRIETARY

Contains private and/or proprietary information. May not be used or disclosed outside the Bell South compenies except pursuant to a written agreement.

BAPCO Deliverables

Publication Scheduler

close date and the issue date. The business office close date represents the last day to receive activity for appearance served by the carrier. This schedule will include the name of the directory, the directory bolt code, the business office in the subsequent directory. This date also represents the close date for advertising activity into the Yellow Pages. BAPCO will provide to all carriers a printed copy of the publication schedules for all directories within the area

will begin for the directory being delivered. The length of the delivery period will vary depending upon the size of The issue date represents the mid-point of delivery of the new directory and the date at which new directory billing

Yellow Pages Hending

allowed by BAPCO, the Yellow Pages heading code and the associated SIC code. This material would be utilized to BAPCO will provide a printed version of the Yellow Pages Heading file which will include all Yellow Pages headings directories. assist the business customer in identifying where they would like representation in BAPCO's classified Yellow Pages

Construct Maps

major directory. These maps will be provided only for the major directories in the area served by the carrier BAPCO will provide a coverage map for its major directories identifying broadly the geographic area served by the

Captral Office Table

and in sequence by central office in which directory a customer is entitled to appear. Version 2 of this report reflects BAPCO will provide two printed versions of what is called the ABC table. Version I of this report, identifies by NPA the directory name and all central offices appearing within that directory.

Listing Specifications

regarding listing appearance in both the white and yellow page BAPCO will provide a condensed printed version of listing specifications reflecting the rules and regulations

Abhreviation Lable

BAPCO will provide a printed copy of the standard abbreviations utilized for given names, titles of address, titles of effectively processing various listed name requests. ineage, military titles, degrees and professional affiliations standards. This information can be used to assist in

Foreign Directory Name Table

field is a required element in the establishment of foreign listings. BAPCO will provide a list of all foreign directory names to be used in the processing of foreign listing requests. This

Customer Guide Pages Appearance Procedural

BAPCO will provide free listing appearance under the areas of Establishing Service, Billing and Repair in the Customer Guide Section of the White Pages for directories where a carrier operates. These procedures identify how to get your listing to appear and procedures for purchasing LEC specific pag

Unbundled Products and Services and New Services

Service: Access to Numbers

Description: For that period of time in which BellSouth serves as North American

Numbering Plan administrator for the states in the BellSouth region, BellSouth will assist ALECs applying for NXX codes for their use in

providing local exchange services.

State(s): All

Rates: No Charge

Unbundled Products and Services and New Services

Service: Access to 911 Service

Description: Provides a universal, easy-to-remember number which is recognized

nationally as the appropriate number to call in an emergency.

Additionally, ALEC-1 must provide a minimum of two dedicated trunk groups originating from ALEC-1's serving wire center and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from ALEC-1's point of interface to it's serving wire center and Switched Dedicated Transport to the 911 tandem, may be purchased from BellSouth at the Switched Dedicated Transport rates set forth in Section E6 of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariffs.

State(s): All

Rates: Will be billed to appropriate municipality.

Unbundled Products and Services and New Services

Service: 800 Database

Provides for utilization of the BellSouth 800 Service Control Description:

Points for obtaining 800 Service routing information.

800 Database service is provided using a common nationwide 800 Database. The BellSouth network components utilized in the provision of this service are the Service Switching Point (SSP). the Common Channel Signaling Seven Network, the Signal Transfer Point (STP), and the Service Control Point (SCP). Additionally, the Service Management System functions nationally as the central point for the administration of all 800 numbers and downloads 800 number information to BellSouth's SCPs.

ALEC's with STPs will be able to connect directly to BellSouth local or regional STP for obtaining 800 database routing information from BellSouth's SCP and will not be required to order FGD or TSBSA Technical Option 3 Service. For this connection the ALECs may utilize Signaling System Seven Terminations interconnected in Birmingham, AL and Atlanta, GA with BellSouth's local or regional STP.

State(s): All

Rates, Terms and Conditions:

in all states, the 800 Database rates, terms and conditions will be applied as set forth in Sections E2, E6, E6 and E13 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs.

Unbundled Products and Services and New Services

Service: Line Information Database (LIDB)- Storage Agreement

Description: The LIDS Storage Agreement provides the terms and

conditions for inclusion in BellSouth's LIDB of billing number information associated with BellSouth exchange lines used for Local Exchange Companies' resale of local exchange service or Service Provider Number Portability arrangements requested Local Exchange Companies' on behalf of the Local Exchange company's end user. BellSouth will store in it's database, the relevant billing number information and will provide responses to on-line, call-by-call queries to this information for purposes of Billed Number Screening, Calling Card Validation and Fraud Control.

Each time an ALECs data is used BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query as displayed in Attachment C-6 following.

State(s): All

Rates: No Charge

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

This Agreement, effective as of	, 1996, is
entered into by and between BellSouth Telecommu	unications, Inc. ("BST"), a Georgia
corporation, and	
("Local Exchange Company"), a	corporation.
their fully authorized officers.	

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum No. 1 are hereby made a part of this Agreement as if fully incorporated herein.

- B. LIDB is accessed for the following purposes:
 - 1. Billed Number Screening
 - 2. Calling Card Validation
 - 3. Fraud Control
- C. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users.

Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it

Includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement.

Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.
- c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.
- (d) BST shall not become involved in any disputes between Local Exchange

 Company and the entities for which BST performs billing and collection. BellSouth will not

 issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall

be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

III. FEES FOR SERVICE AND TAXES

- A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise

specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

- A. It is understood and agreed to by the parties that BST may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

- C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.
- D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, IN
By: Jung 2862
Title: D Iter
Date: 11/12/710
Address: 2-100 Fic
6 15 Rest Butter Street, but
Attento, Con jug 50 575
THE LOCAL EXCHANGE COMPANY
By:
Title:
Date:
Address:

(Facilities Based)

ADDENDUM NO. I TO LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

This Addendum No. 1	to the Line Infor	mation Data Base Sto	orage Agreement dated
	, 199	_, between BellSouth	Telecommunications, Inc.
("BST"), and	A Maria		
("Local Exchange Company").	effective the _	day of	, 199

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number a ten digit number that identifies a telephone line administered by the Local Exchange Company.
- C. Special billing number a ten digit number that identifies a billing account established by the Local Exchange Company.

- Calling Card number a billing number plus PIN number.
- E. PIN number a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- G. Billed Number Screening refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- Billing number information information about billing number, Calling Card
 number and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

- A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both parties.
- B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused

by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

- C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:
- Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.
- Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.
- E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

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Title:	/ Dudick
Date:	why far
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Ath.	ta Courses 3015
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(Resale)

ADDENDUM NO. 1 TO LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

This Addendum ?	No. 1 to the Line I	nformation Data Base Storage Agreement dated
	. 199	_, between BellSouth Telecommunications. Inc.
("BST"), and		("Local Exchange Company"), effective
the day of	, 199	

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

- C. Special billing number a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.
 - Calling Card number a billing number plus PIN number assigned by BST.
- E. PIN number a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- G. Billed Number Screening refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- Billing number information information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

- B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.
- C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:
- Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.
- Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

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By:	any Hart
Title:	Bis - Sex
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Address:	Prices BSC
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THE LO	CAL EXCHANGE COMPANY
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Unbundled Products and Services and New Services

Service: Line Information Database Access Service (LIDB) - Validation

Description: Provides a customer the ability to receive validation of billing

information through query of data stored in BellSouth's LIDB data base.

See below for additional information.

State(s): All

State(s): All	Description	Monthly	Non-
Kas Barrer			
LIDS Common Transport	Provides for transport of the customer's query from the LIDB Location (RSTP) to the data base (SCP). This charge will apply each time the customer requests and receives validation of a BellSouth calling card or requests and receives the status of a billed number associated with a LEC line stored in the BellSouth LIDB.	\$0.00030	-
LIDS Validation	Provides for query of data resident in BellSouth's LIDB. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in BellSouth's LIDB.	\$0 03800	
	As set forth in Attachment C-5 (LIDB Storage Agreement), preceding, each time an ALEC data is used, BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query.		
Originating Point Code Establishment or Change	Provides for the establishment or change of a customer requested Originating Point Code. This charge will apply each time the customer establishes or changes a point code destination identifying one of his locations or a location of one of his end users.		\$91.00
CCB7 Signaling Connections	Rates, terms and conditions for CCS7 Signaling Connections are as set forth in Section E6.8 of BetSouth Telecommunication's Inc.'s Intrastate Access Services Tariff.		

Unbundled Products and Services and New Services

Service: Signaling

Description: Provides for connection to and utilization of BellSouth's

Signaling System 7 network for both call setup and non-call

setup purposes.

State(s): All

Rate Elements	Monthly Rate	Recurring Rate	Non- Recurring	Applied Per
CCS7 Signaling Connection - Provides a two-way digital 56 Kbps dedicated facility connecting a customer's signaling point of interface in a LATA to a BellSouth STP. Each customer's connection requires either a pair or a quad of signaling connections	\$155 00		\$510 00	56 Kpbs facility
CCS7 Signating Termination - Provides a customer dedicated point of interface at the BellSouth STP for each of the customer's SS7 connections.	\$355 00		-	STP Port
CCS7 Signaling Usage* - Refers to the messages traversing the BellSouth signaling network for call set-up and non call set-up purposes.	5	\$0.000023 \$0.000050	-	Call Set Up Msg TCAP Msg
CCS7 Signaling Usage Surrogate*	\$395.00	•		56 Kpbs facility

Where signaling usage measurement and billing capability exists, CCS7 Signaling Usage will be billed on a per message basis. Where measurement capability does not exist, CCS7 Signaling Usage Surrogate will be billed on a per 56 Kbps facility basis.

Unbundled Products and Services and New Services

Service: Operator Call Processing Access Service

Description: Provides Operator and Automated call handling. This includes

processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides customized call branding; dialing instructions; and other operator assistance

the customer may desire.

Rate Elements	State(s)	Monthly Recurring	Applied Per
Operator Provided Call Handling	All	\$1 17	Per Work Minute
Call Completion Access Termination Charge	Alabama	\$0.06	Per Call Attempt
This charge will be applicable per call attempt	Florida	\$0.06	Per Call Attempt
and is in addition to the Operator Provided	Georgia	\$0.06	Per Call Attempt
Call Handling charge listed above	Kentucky	\$0.06	Per Call Attempt
	Louisiana	\$0.06	Per Call Attempt
	Mississippi	\$0.06	Per Call Attempt
	N Carolina	\$0.08	Per Call Attempt
	S Carolina	\$0.08	Per Call Attempt
	Tennessee	\$0 12	Per Call Attempt
Fully Automated Call Handling	All	\$0 15	Per Attempt
Operator Services Transport			
Operator Services transport rates, terms and con Telecommunication's, Inc 's intrastate Access Si		et forth in E6 of 8	ellSouth

Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: See below

Rate Elements	Description	State(s)	Monthly
Directory Assistance Call Completion Access Service	Optional service provided to an Access subscriber of BellSouth's DA Access Service	A	\$0.25 (per call attempt
	Given a listed telephone number at the request of an Access subscriber's end user, BellSouth will provide or attempt to provide from the DA Operator System, call completion to the number requested.		
	All local and intralata call completion attempts are routed over an intertoil trunk facility directly to the terminating end office that serves the designated number. An Automatic Message Account (AMA) record that includes conversation time, originating, terminating, and billing number details is made for each call completion attempt. This record is in addition to the record made for the DA transaction.		
Call Completion Access Termination Charge	This charge will be applicable per call attempt and is in addition to the DACC Access Service charge listed above	Alabama Florida Georgia Kentucky Louisiana Mississippi N Carolina	\$0 06 \$0 06 \$0 06 \$0 06 \$0 06 \$0 06 \$0 06
		S Carolina Tennessee	\$0 C8 \$0 12
Number Services Intercept Access Service	Number Services Intercept Access refers calls from disconnected numbers to the proper number or numbers	A	\$0.25 (per intercept query)
	A separate dedicated intercept trunk facility to the Number Services switch for intercept calls is required. Standard trunk signaling is used to send the intercepted number to the Number Services switch and a database hook-up is performed to retrieve the referral number. The referral number is provided to the calling party by a mechanized audio announcement. The subscribing Access customer must provide the updates to the intercept database to support the service.		
Directory Assistance Service Call	Rates, terms and conditions will be applied as set forth in E9 1.7 for Georgie and as set forth in E9 5.3 for AL,FL,KY,LA,MS,NC,SC,TN of BeltSouth Telecommunication's Inc.'s Intrastate Access Service Tariff		
Okrectory Transport	Rates, terms and conditions will be applied as set forth in E9 1.7 for Georgia and as set forth in E9 5.3 for AL,FL,KY,LA,MS,NC,SC,TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff		
Directory Assistance Interconnection	Rates, terms and conditions will be applied as set forth in E9 1.7 for Georgia and as set forth in E9 5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff		
Directory Assistance Database Service	Rates, terms and conditions will be applied as set forth in A38 1 of BellSouth Telecommunication's Inc.'s General Subscriber Service Tark		
Direct Access to DA Service	Rates, terms and conditions will be applied as set forth in Section 9.3 o BellSouth Telecommunication's Inc 's Interstate Access Service Tariff	FCC No 1	

Unbundled Products and Services and New Services

Service: Busy Line Verification and Emergency Interrupt

Description: BellSouth will provide Inward Operator Service for Busy Line

Verification and Verification and Emergency Interrupt.

State(s): All

Rates, Terms and Conditions: In all states, rates, terms and conditions will be

applied as set forth in Section E18 of BellSouth Telecommunication's, Inc.'s Intrastate Access

Service Tariff.

Unbundled Products and Services and New Services

Service: Centralized Message Distribution System - Hosting (CMDS-Hosting)

Description: CMDS-Hosting is the Bellcore administered national system

used to exchange Exchange Message Record (EMR) formatted message data among host companies.

All intraLATA and local messages originated and billed in the BellSouth Region involving BellSouth CMDS hosted companies will be processed through the Non-Sent Paid Report System described in Attachment C-12 following.

State(s): All

Rate Elements	Description	Monthly
Message Distribution	Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate. This charge is applied on a per message basis.	\$0 004
Data Transmission	This charge is applied on a per message basis.	\$0.001

Unbundled Products and Services and New Services

Service: Non-Sent Paid Report System (NSPRS)

Description: NSPRS includes: 1) a mechanized report system that

provides to the BellSouth CMDS hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and and billed within the BellSouth region; 2) distribution of Bellcore produced Credit Card and Third Number System (CATS) reports and administration of associated elements; 3) distribution of Bellcore produced non-conterminous CATS reports and administration of associated settlements.

State(s): All

Rate Elements	Billing and Collections Fee Retained by Billing Co.	Applied Per
NSPRS - intrastate FL and NC	\$0 066	message
NSPRS - intrastate all other BellSouth states	\$0.05	message
NSPRS - CATS	50.05	message
NSPRS - non-conterminous	\$0.16	message

Attentioners D

Contract Provisions for RAO Hossing and NSPRS

SECTION 1. SCOPE OF AGREEMENT

This Agreement shall seetly to the services of Revenue Accounting Office (RAO) Hosting and the Non-Sent Paid Report System (NSPRS) as provided by Self-South to the ALEC. The terms and considers for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. CEFINITIONS

- 2.01 A. <u>Cantralizad Massage Distribution System</u> e the BetCore administered national system, based in Kanasa City, Massuri, used to exchange Exchange Message Record (EMR) formation 18th among host companies.
 - 8. <u>Commencetion</u> is the amount of money due from SedSouth to the ALEC or from the ALEC to SedSouth for services and/or facilities provided under this Agreement.
 - C. Exthense Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
 - D. Intercentages Settlements (ICS) is the revenue assessed with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit cord cole. ICS within the SettSouth region includes third number, credit costs and colout cole.
 - E. Manage Clattitudes is routing determination and subsequent delivery of message data from one company to enotion. Also included is the interface function with CMDE, where appropriate.
 - F. Non-Best Poid Report System (NSPRE) is the system that calculates ICS amounts due from one company to another in the state of Floride.

G. Sample Associate Office (RAC) State Company is a local contemps company/stampse local exchange company that has been assigned a unique RAO code. Massage data exchanges attemp RAO costs to provide (I.e. passes) according to From/To/Bill RAO compinations.

SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01 RAO Hosting and NSPRS services provided to the ALEC by SelSouth will be in assertance with the methods and practices requienty adopted and applied by SelSouth to its own operations during the term of this Agreement, including such revisions as may so made from time to time by SelSouth.
- 3.02 The ALEC shed furnish at relevant information required by BedSouth for the provision of RAO Hosting and NSPRS.

SECTION 4. COMPENSATION ARRANGEMENTS

4.01 Applicable compensation amounts unit be billed by SetBouth to the ALEC on a monthly basis in arrears. Amounts due from one party to the other (custuding adjustments) are payable within thirty (30) says of receipt of the billing settlement.

SECTION S. ASSOCIATED EXHIBITS

5.01 Listed below are the exhibits associated with this Agreement.

Exhibit A Message Clatribution Service (RAC Hesting)

Exhibit 8 Intercompany Settlements (NSPRS)

5.02 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, supercoding and canceling the Exhibits then in effect.

SECTION & TERM OF AGREEMENT

n writing from a	t is effective and will of the party to the other. This Agreement of time to time upon written agreement of	Dyo oner notice
Executes this	18y ol	1988.
MTNESS:	THE ALSC	
	(bide)	
WITNESS:	SELLSOUTH TELECOMM	UNICATIONS,INC
Ale Levie	- Fight forms	· <u>v</u>

Estat A

SECTION 1. SCOPE OF EXHIBIT

- 1:31 This exhibit specifies the terms and conditions; including compensation, inder which BellSouth shall provide message distribution service to the ALEC. As described herein, message distribution service includes the following:
 - 1) Message Forwarding to intraregion LEC/ALEC function of receiving an ALEC message and forwarding the message to another LEC/ALEC in the BellBouth region.
 - 2) Message Forwarding to CMDS function of receiving an ALEC message and forwarding that message on to CMDS.
 - 3) Message Forwarding from CMDS function of receiving a message from CMDS and forwarding that message to the ALEC.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 An ALEC that is CMDS hosted by SetSouth must have its own unique RAO code. Requests for catablehment of RAO status where SetSouth a the selected CMDS interfacing host, require written neatheaten from the ALEC to SetSouth at least six (6) wasts prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to time necessary for the completion of required SetCore functions. SetSouth will request the assignment of an RAO code from its connecting contractor, currently SetCore, on behalf of the ALEC and will coordinate all associated conversion activities.
- 2.02 Selfauth will receive messages from the ALEC that are to be processed by Selfauth, another LEC/ALEC in the Selfauth region or a LEC outside the Selfauth region.
- 2.03 Selfauth will perferm invoice sequence cheeking, standard EMR format editing, and belancing of message data with the EMR traiter record counts on all data received from the ALEC.
- 2.04 All data received from the ALEC that is to be precessed or billed by another LEC/ALEC within the SelfSouth region will be distributed to that LEC/ALEC in accordance with the agreement(a) which may be in effect between SelfSouth and the involved LEC/ALEC.

2.08 All date received from the ALEC that is to be placed on the CMDS -envert for classification outside the BellSouth region will be handled n accordance with the agreement(s) which may be in effect between BeilSouth and its connecting contractor (currently BeilCore). 2 16 BeilSouth will receive messages from the CMDS network that are seconds to be processed by the ALEC and will forward them to the ALEC on a daily bears. 2.07 Transmission of message data between BellSouth and the ALEC and 29 VIA BIOSTONIS DATA TRANSPIRA 2.08 All messages and related data exchanged between BedSouth and the ALEC will be formetted in accordance with accepted industry standards for EMR formatted records and pasked between appropriate EMR reader and trailer records, also in accordance with accordance ndustry standards. The ALEC will ensure that the recorded message detail recognize to recreate files provided to BellSouth will be maintained for best-up purposes for a period of three (3) calendar months beyond the related message dates. Should it become necessary for the ALEC to send date to Baldeville 2.10 more than sixty (60) days past the message date(s), that ALEC will notify BellBouth in advance of the transmission of the date. If there will be impacts outside the BellSouth region. BellSouth will werk with ts connecting contraster and the ALEC to notify all offerted parties. in the event that data to be auchanged between the two parties should become last or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been comby determined and the responsible party (Balifouth or the ALEC) dentified and agreed to, the company responsible for creating the data (BetBauth or the ALBC) will make every effort to have the effected data restered and retransmitted. If the data cannot be retraved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated assocs revenues. Both parties will work tegether to estimate the revenue amount based upon historical data through a method mutually agreed upon. The recuiting cosmeted revenue loss will be paid by the responsible party to the other party within three (3) calendar menths of the date of problem resolution, or as mutually served upon by the parties.

- 2.12 Should an error be detected by the EMR formet edite parterned by Self-Bouth on data reserved from the ALEC, the entire past containing the effected data will not be processed by Self-Bouth. Self-Bouth will notify the ALEC of the error consisten. The ALEC and correct the error(s) and will recent the entire pack to SellSouth for processing. in the event that an out-of-sequence condition occurs on subsequent sacks, the ALEC will recend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service. Bettleuth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 In no case shall either party be liable to the other for any direct or to the engaged of the supplies and are betterned and out out n this seresment.

SECTION 3. COMPENSATION

For message distribution service provided by SettSouth for the ALEC. Believeth shall receive the following as compensation:

Rate Per Message \$0.004

3.02 For data transmission associated with message distribution service. Selfauth shall receive the following as compensation:

Rate Per Massage

\$0.001

- 3.03 Cate droubs (private the or diskup) will be required between Ballfouth and the ALEC for the purpose of data transmission. Where a decisional line is required, the ALEC will be responsible for ordering the arrest. Surfacely its installation and coordinating the installation with Solifouth. The ALEC will also be responsible for any charges associated with this line. Equipment required on the Ballfouth and its attach the line to the mainframe computer and to transmit successfully ongoing will be negationed on a case by case base. Where a diskup facility is required, dist creute will be installed in the Ballfouth data contact by Ballfouth and the associated charges associated with the use of the dist around by the ALEC will be the responsibility of the ALEC. Associated equipment on the Ballfouth and, including a median, will be negationed on a case by case base between the parties.
- 3.04 All equipment, including moderns and softwere, that is required on the ALEC and for the purpose of data transmission and be the responsibility of the ALEC.

Echès &

SECTION 1. SCOPE OF EXHIBIT

1 01 This Exhibit specifies the terms and conditions, including compensation, under which SelSouth and the ALEC will compensate each other for Intercompany Settlements (ICS) messages.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 SetSouth will remit to the ALEC the revenue, less a billing charge, for inergLATA ICS messages, Local ICS messages, and charges for other services when released messages and/or services are provided by the ALEC and billed to:
 - 1) a BellSouth customer.
 - 2) another company within the Selfsouth region (excluding Florida) associated with the exchange of message date with Selfsouth (excluding CIID and 301 messages).
 - 3) another company within the contemineue United States that utilizes CMDS directly or indirectly and settles with Settleuch directly or indirectly through the Credit Card and Third Number Settlement System (CATS) administered by SetCore.
 - 4) another company utilizing the non-contermineus RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with SettSouth.

2.02 These other services include, but are not limited to:

- Maritime Mebile Redictolophone Services radio link charges
 as est forth in the PCC's Maritime Mebile Redictolophone
 Services toxic.
- Aviation Radiotolophone Service radio link charges as eat forth in the FCC's Aviation Radiotolophone Service tank.
- Public Land Mobile Radiotelephone Transient-Unit Nen-Tell Service changes as approved by the authorized state regulatory commission (or municipal regulatory authority).

- Next-Toti Service Charges billed to a calling card or to a third number as filed with and approved by the authorized state regulatory commission (or municipal regulatory authority).
- 5) Directory Assistance Call Charges to a calling card or to a third number as approved by the authorized regulatory commission.
- 2.03 The ALEC will bill, collect and remit to BellSouth the charges for nitraLATA and/or local ICS messages and other services as :secribed above where such messages and/or services are provided by:
 - 1) SedSouth,
 - 2) another company within the Selfeuth region (excluding Floride) associated with the exchange of message data with Selfeuth (excluding CIIO and S01 messages).
 - 3) another company within the conterminate United States that utilizes CMDS directly or indirectly and section with Sectional directly or indirectly through the Credit Card and Third Number Settlement System (CATS).
- 2.04 For ICS revenues involving the ALEC and other non-Selfauth LECA/ALECs within the state. Selfauth will provide the ALEC with monthly reports summerizing the ICS revenues for messages that originated with the ALEC and were billed by each of the other Florida LECa/ALECs and those messages that originated with each of the other Florida LECa/ALECs and were billed by the ALEC.

SECTION & COMPENSATION

3.01 The fellowing compensation shall be retained by the billing company for the billing of ICS messages and services:

		200 Per
•)	Cails originated and billed in Florida or originated and billed in North Carolina	50 0666
	Calls originated in any of the states within Self-South region and billed in that same state	so de
2)	Calls originated in a state within SellSource region and billed in another state or originates in another state and billed in a state within SellSouth's region	\$0.G8
3)	Calls originated in a state within BellSouth's region and billed outside the conterminous United States	50 .1 6



Unbundled Products and Services and New Services

Service: Virtual Collocation

Description: Virtual Expanded Interconnection Service (VEIS) provides for

location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

Rates, Terms and Conditions:

State(s): All except Florida: In all states except Florida, the rates, terms and

conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's,

Inc. Interstate Access Service Tariff, FCC No. 1.

State: Florida In the state of Florida, the rates, terms and

conditions will be applied as set forth in

Section E20 of BellSouth Telecommunication's,

Inc. Intrastate Access Service Tariff.

Service: Physical Collocation

Description: Per FCC - (10/19/92 FCC Order, para 39)

Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain,

and repair this equipment."

State(s): All

Rates, Terms and Conditions: To be negotiated

Rates for Physical Interconnection

Rate Element	Application/Description	Type of Charge	Rate
Application Fee	Applies per arrangement per location	Nonrecurring	Tariff Rates (Same as Virtual)
Space Preparation Fee	Applies for survey and design of space, covers shared building modification costs	Nonrecurring	ICB - See Note 1 Will not be less than \$1800 - not to exceed \$8500 unless HVAC or power plant upgrade if so, rates to be ICB
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments	Nonrecurring	\$29,744 00 See Note 2
Cable Installation Fee	Applies per entrance cable	Nonrecurring	Tariff Rates (Same as Virtual)
Floor Space	Per square foot, for Zone A and Zone B offices respectively	Monthly Recurring	\$7 50 / \$6 75 See Note 3
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	\$5.14 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$13 35 per cable
POT Bay	Optional Point of Termination bay; rate is per DS1/DS3 cross-connect respectively	Monthly Recurring	\$1 20 / \$5 00 See Note 4
Cross-Connects	Per DS1/DS3 respectively	Monthly Recurring	\$8 00 / \$72 48
Security Escort	First and additional half hour increments, per tariff rate in Basic time (B), Overtime (O) and Premium time (P)	As Required	\$41.00 / \$25.00 B \$48.00 / \$39.00 O \$55.00 / \$35.00 P

Note 1:	Will be determined at the time of the application based on building and
	space modification requirements for shared space at the requested CO
Note 2:	Applies only to collocators who wish to purchase a steel-gauge cage enclosure. Carriers may also pay \$330.00 per square foot for the first 100
	square feet and \$242.00 for each additional 100 square feet in the same
	CO in lieu of space preparation and construction fees. This option does not apply where HVAC, power plant or both upgrade is required.
Note 3.	See attached list for Zone A offices as of May 1996 This list will be
	amended monthly.

Note 4: Applies when collocator does not supply their own POT bay

STATE	CITY	OFFICE	CLLI / STATUS
AL	Birmingham	Main & Toll	BRHMALMA EX
	Montgomery	Main & Toll	MTGMALMT
	Mobile	Azalea	MOBLALAZ
FL	Boca Raton	Boca Teeca	BCRTFLBT
	Fort Lauderdale	Main Rehef .	FTLDFLMR
MILES		Cypress	FTLDFLCY
		Plantation	FTLDFLPL
	Jacksonville Beach	Main	JCBHFLMA
S.P.	Jacksonville	Arlington	JCVLFLAR
		Beachwood	JCVLFLBW
	Maria de Millara	Clay Street	JCVLFLCL
		Southpoint	JCVLFLJT EX
		Normandy	JCVLFLNO
		Riverside	JCVLFLRV
		San Jose	JCVLFLSJ EX
		San Marco	JCVLFLSM
		Westconnett	JCVLFLWC
		Mandarin Avenues	MNDRFLAV EX
		Mandarin Loretto	MNDRFLLO
	Lake Mary	Lake Mary	LKMRFLMA EX
	Miami	Grande	MIAMFLGR
		Palmetto	MIAMFLPL
		Alhambra	MIAMFLAE
		Bayshore	MIAMFLBA
		Metro	MIAMFLME
	Melbourne	Main	MLBRFLMA
	Orlando	Magnolia	ORLDFLMA
		Azalea Park	ORLDFLAP
		Sand Lake	ORLDFLSL
		Pinecastle	ORLDFLPC
		Pinefulls	ORLDFLPH
	West Palm Beach	Annex (Main Annex)	WPBHFLAN

*

GA	Athens	Athens	ATHNGAMA
	Atlanta	Courtland St	ATLNGACS
A GOLD		Peachtree Pl	ATLNGAPP
5		Buckhead	ATLNGABU
	TO SERVICE WE SHE	East Point	ATLNGAEP
		Toco Hills	ATLNGATH
		Sandy Springs '	ATLNGASS
	Lilburn	Lilburn .	LLBNGAMA
VI Bys	Smyrna	Power Ferry	SMYRGAPF
100		Smyrna Main	SMYRGAMA
	Tucker	Tucker Main	TUKRGAMA EX
	Roswell	Roswell Main	RSWLGAMA
	Norcross	Norcross Main	NRCRGAMA
	Manetta	Marietta Main	MRRTGAMA
	Dunwoody	Dunwoody Main	DNWDGAMA
	Alpharetta	Alpharetta Main	ALPRGAMA
	Columbus	Columbus Main	CLMBGAMT
KY	Louisville	Armory Place	LSVLKYAP EX
		Westport Rd	LSVLKYWE EX
		Beechmont	LSVLKYBE
		Bardstown Road	LSVLKYBR EX
		Fern Creeek	LSVLKYFC
6/8/		Лоwn	LSVLKYJT
		Mathews	LSVLKYSM
		Third Street	LSVLKYTS
LA	New Orleans	Main	NWORLAMA
	Baton Rouge	Main	BTRGLAMA
MS	Hattiesburg	Hattiesburg Main	HTBGMSMA
Blula	Jackson	Cap Pearl	JCSNMSCP
	Vicksburg	Vicksburg	VCBGMSMA
NC	Cary	Central	NARYNCCE
	Chapel Hill	Rosemary	CPHLNCRO
	Charlotte	Caldwell	CHRLNCCA
		South Boulevard	CHRLNCB0

		Denta	CHRLNCDE
		Erwin	CHRLNCER
1575		Lake Point	CHRLNCLP
		Reid	CHRLNCRE EX
		Sharon Amity	CHRLNCSH
		University	CHRLNCUN EX
	Greensboro	Eugene St	GNBONCEU
	Raleigh	Morgan .	RLGHNCMO
		New Hope	RLGHNCHO
ALTER.	Salisbury	Main	SLBRNCMA
	Winston Salem	Fifth Street	WNSLNCFI
	Ashville	O'Henry	AHVLNCOH
SC	Charleston	Dial & Toll	CHTNSCDT
	Columbia	Senate St	CLMASCSN EX
		At Andrews	CLMASCSA
	Greenville	D&T	GNVLSCDT
01=0		Woodruff Road	GNVLSCWR EX
U.S.	Spartenburg	Main	SPBGSCMA
IN	Knoxvill	Main	KNVLTNMA
	Memphis	Bartlett	MMPHTNBA
		Chickasaw	MMPHTNCT
		Eastland	MMPHTNEL
		Germantown	MMPHTNGT
		Main	MMPHTNMA EX
		Oakville	MMPHTNOA
		Southland	MMPHTNSL
	Nashville	Main & Toll	NSVLTNMT
Parket N		Airport	NSVLTNAP
		Brentwood	NSVLTNBW
Sint		Crieve Hall	NSVLTNCH
		Donelson	NSVLTNDO
THE T		Inglewood	NSVLTNIN
HEIDS N		Sharondale	NSVLTNST
		University	NSVLTNUN

BellSouth Telecommunications

Negotiations Handbook

for

Collocation

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Preface

This handbook describes BellSouth's Collocation offerings and contains general guidelines for ordering, provisioning and maintenance of these offerings. By design, this document does not contain detailed descriptions of network interface qualities, network capabilities, local interconnection or product service offerings. This document does not represent a binding agreement in whole or in part between BellSouth and subscribers of BellSouth's Collocation services.

Based on the nature of your business, you will find a list of contacts included for your convenience in discussing the above items

Introduction

BellSouth offers Virtual Expanded Interconnection from the FCC #1 tariff and from the Florida State Access E tariff In addition, BellSouth will negotiate Physical Collocation on a first come. first serve basis, depending on space availability

Service Description

Virtual Expanded Interconnection Service (VEIS)

VEIS is a tariffed offering which provides for the placement of collocator-owned facilities and equipment in BellSouth Central Offices and the interconnection of this equipment to BellSouth Switched and Special Access Services Equipment that is part of a VEIS arrangment is most commonly located in the BST equipment line-up

With VEIS, the collocator places fiber optic cable outside the central office to a designated interconnection point, such as a manhole The collocator will provide the entrance fiber between the interconnection point and the collocation equipment arrangement inside the central office, cabling from the arrangement to the BST cross-connect point, and cabling from the arrangement to the BST provided power source. BellSouth will lease the entrance fiber, cabling and equipment placed by the collocator for the nominal fee of one dollar

Alarming and monitoring of the collocated equipment is the responsibility of the collocator BellSouth will perform all maintenance and repair on collocator equipment once notified by the collocator that such work is necessary For additional information regarding BellSouth's Virtual Expanded Interconnection Service, please reference Section 20 of BellSouth's FCC #1 tariff or section 20 of BellSouth's Florida Dedicated Access Tariff

Physical Collocation

By definition, Physical Collocation goes beyond the arrangement described above Physical Collocation offers leased Central Office space for either Expanded Interconnection (EIS) or for Service Interconection (SI) Expanded Interconnection is the placement of private entrance facilities and equipment owned by third parties, interconnected to BellSouth's tariffed services Service Interconnection allows for the placement of equipment owned by third parties, interconnected to BellSouth tariff services, without private entrance facilities

Unlike VEIS, the equipment placed as part of a Physical Collocation arrangement will be placed in floor space separated from BST equipment by common fire wall protection and will be fully owned, maintained, and repaired by the collocator or their approved agent. The equipment compliment may include transmission equipment, switching equipment, routers, PCs and modems

Service Descriptions

Physical Collocation (cont)

As with VEIS, all equipment placed as part of a collocation arrangement must be installed by a BellSouth certified vendor and must meet NEBS standards. A steel gauge cage may be purchased from BellSouth to house the equipment arrangement at the request of the collocator for an additional fee.

Rate Components

The rate element components of Virtual Collocation are contained in BellSouth's FCC #1 tariff, Section 20 and in the Florida Dedicated Services tariff, Section 20 Physical collocation offers a menu-style ordering provision so you may select only the items required for your individual arrangement(s) Some components are required for all arrangements and will be marked by an (R) next to the item in the descriptions following

Application fee (R)

The application fee is required for all collocators to cover the engineering and administrative expense associated with your application inquiry. This fee is a one time charge per request, per C O for each new VEIS / EIS / IS service request. No application fee is required for updates, amendments or supplements to service requests in progress. A subsequent request by the same customer in the same C O will be treated as "new" if the initial VEIS / EIS / IS request has completed and is in service. The Application fee must be paid upon submission of an application to indicate a bona fide request.

Floor Space (R)

This component covers the square footage for the equipment rack(s) and POT bay for your arrangement plus a factor of 25% when no cage is present, or will include the enclosure square footage when a cage is utilized. When a cage is not requested, square footage will be calculated based on the shadow print of your equipment racks and POT bay times the factor of 1 25 to compensate for maintenance walk-around space for your equipment. If you require administrative space for your arrangement, i.e. a desk or terminal stand, you will be required to purchase a cage enclosure

The floor space charge also covers lighting, heat, air conditioning, ventilation and other allocated expenses associated with the central office building and will commence billing the day the allocated space is turned over to the collocator for occupancy. The floor space element does not include the amperage required to power the collocated equipment.

Rate Components (cont)

Power (R)

The amps required to power the collocated equipment will be charged per ampere based on equipment manufacturers specifications for maximum power requirement

Cross-connect (R)

This elements provides the one-for-one interconnection to BellSouth's tariffed Switched and Special Access service offerings (i.e. DS0, DS1 or DS3 services) or Unbundled service elements (voice grade 2-wire or 4-wire unbundled loop, port). It is a flat rate, non-distance sensitive charge and will be applied on a per circuit order basis.

Cable Installation

The cable installation charge applies only to collocators who provide private entrance facilities to their collocated equipment. This is a one time (non-recurring) charge per cable, per installation to arrange the punch through to the manhole, pull fiber cable length from the serving manhole to the Central Office cable vault, perform splicing to collocator provided fire retardant riser, and pull cable length through cable support structure to the collocation arrangement location

Cable Support Structure

The component covers the use and maintenance of the Central Office duct, riser and overhead racking structure when the collocator has elected to provide private entrance to their equipment. This is a nominal monthly recurring charge.

Space Preparation fee

This one time fee per arrangement, per location covers the survey, engineering, design, and building modifications for the shared physical collocation area within a central office. BellSouth will pro rate the total space preparation costs among all collocators at that location based on the number of square footage requested. This charge may vary dependent on the location and the type of arrangement requested. The Space preparation charge is payable in full before cage construction or equipment installation begins

Space construction fee

This element applies to physical collocation arrangements only and will vary based on the type of arrangement requested. The fee covers the materials and installation of optional steel gauge caging, C O grounding, flourescent Lighting, floor treatment, power outlet, extension of environmental alarms and other incremental materials cost charged on a per square foot basis

Rate Components (cont)

POT bay

BellSouth requires the use of a Point of Termination Bay (POT bay) for demarcation with physical collocation. The collocator may elect to provide their own POT bay, or may purchase the functionality from BellSouth on a per cross-connect basis for an additional incremental charge.

Security Escort (R)

A security escort will be required for all equipment inspections under VEIS and for maintenance, repair or provisioning visits by a collocator or their agent under physical collocation for some central offices based on office configuration. The charge is based on half hour increments

Additional Engineering

This charge may apply for modifications to an application in progress which results in architectural, design or engineering changes. The charge may also apply to incendental engineering and design for physical collocation space when a full space construction charge does not apply.

Administrative reporting

Collocators who request administrative reports will be assessed a report fee on a per occurrence basis

General Terms and Conditions

Application for service

The application for collocation is a two-phased process consisting of an Application Inquiry and a Firm Order. To obtain a copy of BellSouth's application form, see page 10 of this document. Prior to negotiations for equipment placement, the inquiry document must be submitted for review and planning by the Central Office equipment engineers, space planners and facility planners. Based on the feedback from these sources, BellSouth will respond to the application in writing.

Following the collocator's review of BellSouth's response, a Firm Order may be submitted for each location for which the collocator wishes to proceed. The Firm Order may be submitted on the same form used during the Inquiry phase, provided all necessary revisions are clearly marked to indicated the applicants finalized plans. A detailed equipment drawing must accompany the Firm Order Request. The application fee referenced in the previous section must also accompany each application as indication of a bona fide request.

Assignment of space

BellSouth will assign space for collocation based on space availability and on a first come, first serve basis. For physical collocation, a customer may opt for a cage enclosure which will be offered as a 100 square foot minimum based on space availability within the area designated for physical collocation.

A collocator requesting more than a 100 square foot cage module will be offered contiguous space where available. Where contiguous space is unavailable, the collocator may elect the construction of two separate enclosures and may interconnect its arrangements one to another

If BellSouth determines there is insufficient space within a central office to accommodate physical collocation. BellSouth will provide Virtual Expanded Interconnection in accordance with existing regulatory requirements

Occupancy of space

The collocator must commence equipment installation within 180 days from the date space is made available by BellSouth or forfeit the right to use the space

Pricing structure

BellSouth offers a pricing plan which meets the specifications of the 1996 Legislative Act. The plan features zone and location based pricing some recurring elements and offers the optional purchase of a caged enclosure.

General Terms and Conditions (cont.)

Equipment installation

The collocator must select an equipment installation vendor who has achieved BellSouth Certified Vendor status to perform all engineering and installation work associated with the equipment collocation arrangement. This ensures BellSouth's standards for safety and quality will be met. A list of certified vendors is contained in the Appendix of this document.

The Certified Vendor is responsible for installing the collocation equipment and components, running power feed(s) to the BellSouth BDFB, performing operational tests after the equipment installation is completed, and notifying the local BellSouth Equipment Engineer and the Collocator upon successful completion of the installation and acceptance testing. Arrangements must be made such that the Collocator is billed directly by the Certified Vendor for activities associated with the arrangement installation.

Alarm and monitoring

The collocator is responsible for the placement and monitoring of their own remote environmental and equipment alarms. BellSouth will place environmental alarms in collocation areas for its own use and protection. Upon request, BellSouth will provide remote monitoring circuits at the tariff rate for the service requested.

Inspections

BellSouth will conduct an inspection of the collector's equipment and facilities between the time of the initial turn-over of the space and the activation of cross-connect elements. Subsequent inspections may occur with equipment additions or on a predetermined interval basis. For such inspections, BellSouth will provide a minimum of 48 hours advance notification. BellSouth reserves the right to conduct inspections without prior notification to ensure compliance to the terms and conditions of the tariff or agreement. Collocator personnel have the right to be present for inspections.

A collocator may inspect their virtual collocation arrangement upon completion of the arrangement installation. A security escort will be required. Any additional inspections must be coordinated with BellSouth and will also require a security escort.

Commencement Date

The date which the collocator and BellSouth jointly certify the interconnector's equipment is operational will be the commencement date

General Terms and Conditions (cont.)

Insurance

BellSouth will require \$25 million in comprehensive general liability insurance and workers compensation coverage/employers liability coverage with limits not less than \$100,000 each accident, \$100,000 each employee by disease, \$500,000 policy limit by disease. BellSouth will review requests for self-insurance on a case by case basis. BellSouth may not consent to an interconnector's assumption of the entire \$25 million of liability in lieu of general coverage.

Insurance coverage must be in effect on or before the date of occupancy (equipment delivery) and must remain in effect until departure of all collocator personnel and property from the central office

Ordering Interconnected service

A collocator may interconnect to special and switched access services from BellSouth's FCC #1 at the DS3, DS1 and equivalent DS0 cross-connect level. Interconnection is also available to Unbundled loops and ports from the State Access E tariff / State Dedicated Services E tariff for certified ALECs only. Please ask your BellSouth contact for state specific information.

Services to be interconnected to a collocation arrangement must be submitted on Access Service Request (ASR) forms using industry standards and code sets for accurate and complete requests For information regarding the ASR ordering process and field definitions, please reference the Access Service Ordering Guide, BellCore's Special Reports SR STS-471001 and 471004

Assignment of facilities

When a customer orders a service which interfaces at an end customer location at the same level as the cross-connect purchased, BellSouth will assign facilities within its network and provide the interconnection information on the Design Layout Record (DLR). When a customer orders cross-connects at a higher interface level than the service purchased for the end customer, the ordering customer must provide BellSouth with the circuit facility assignment.

Liability

The collocator is responsible and accountable for the actions of their employees and their agents. The collocator will be required to pay liquidated damages to BST for damage to BST property, equipment or facilities as a result of the actions or behaviors of either the collocator employees or their agents.

General Terms and Conditions (cont.)

Access to BellSouth Central Offices

Only BellSouth employees, BellSouth certified vendors, Collocator employees and their authorized agents are permitted in BellSouth Central office buildings. All collocators are required to provide their employees and authorized agents a picture identification. This identification must have the employee name and company name clearly printed and must be visible at all times while the individual is inside a BellSouth facility. Manned offices will afford 24 hour, 7 day per week access without prior arrangements. Unmanned offices may require prior arrangement for the dispatch of a BellSouth employee or security escort for building access.

Recovery of extraneous expenses

Should BellSouth discover, upon beginning construction for physical collocation space, that unexpected major rennovation or upgrade will be required to one of the following in order to facilitate physical collocation, BST will share the costs of these expenses among collocators based on the number of square footage being requested—ground plane addition, asbestos abatement, mechanical upgrade, major HVAC upgrade, separate egress, ADA compliance

Cancellation of a request in progress

If a collocator cancels an in-progress firm order request, the collocator will be responsible for reimbursing BST for expenses incurred to date. If the collocator has prepaid all or a portion of the non-recurring fees, BellSouth will refund the amount not expended as of the date of the cancellation.

Conversion of Virtual to Physical Collocation

Collocators who have existing VEIS arrangements may convert these arrangements to physical collocation provided the terms and conditions for physical collocation are met. The collocator will be responsible for the payment of BellSouth fees associated with physical collocation, rearrangement of existing services and vendor costs for the relocation of equipment.

Special Reports

BellSouth will negotiate with requesting parties in the development of administrative reports, based on the availability of the data being requested. A fee structure will be based on the complexity of the request and resources required to produce the report(s).

Negotiation Contacts

For ALEC initial contact:

Contact Name Bob Scheye Telephone 404 420-8327

For all IXC, CAP, and subsequent ALEC contacts:

Contact Name	Telephone	Pager Number	Eax Number
Rich Dender	205 977-5966	1-800-729-1371	205 977-0037
Nancy Nelson •	205 977-1136	1-800-729-1380	205 977-0037

^{*}Collocation Coordination Center Manager

For * BBS End User Customers * Third Party Agents * Solutions Providers

General information:

Contact Name Tony Saberre Telephone 205 985-6195 Fax Number 205 985-1900

Or contact your account representative

To obtain a copy of BellSouth's Application / Inquiry document:

Contact: Nancy Nelson

(205) 977-1136

Room E4E1 South 3535 Colonnade Drive Birmingham, Alabama

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Physical Collocation BellSouth Certified Vendor List For Engineering and Installation of Collocation Arrangements

Company Name	Contact Name		Telephone
ADC Communications	Ken Reeves		800 223-9773
	Doug Guidry		318 684-2860
Alcatel	Ed Boatwright	FL.	404 270-8335
	Alex Baber	FL	800 869-4869
E F & I Services Co	Reed Tillis		904 355-7930
Lucent Technologies, Inc	Jerry Jones	KY	502 429-1346
	Mike Harrington	MS	601 544-7530
	George Ferguson	MS	601 949-8275
	James McGanty	GA	404 573-4120
	Janet Hallford	GA	404 573-6945
	Charlotte office	NC	704 596-0092
	Charlotte office	NC	704 598-0750
	Other areas	NC	910 299-0326
	Adrian Dye	SC	803 926-5213
	Alabama office	AL	205 265-1291
Mintel	Richard Becht		800 875-6468
			404 923-0304
North Supply /	Terry Fowler		800 755-0565
DA TEL FiberNet, Inc	Doug Sykes		205 942-4411
Quality Telecommunications, Inc	Jerry Miller		770 953-1410
Rapid Response Communications	Ted Pellaux		615 546-2886
Six "R" Communications, Inc.	Ken Koontz		704 535-7607
(NC and SC only)	Dick Phillips		704 289-5522
Tele-Tech Company	Karl Bush	KY	606 275-7505
	Bob Burch		606 275-7502
W E Tech, Inc	Wes Evans		305 587-6996

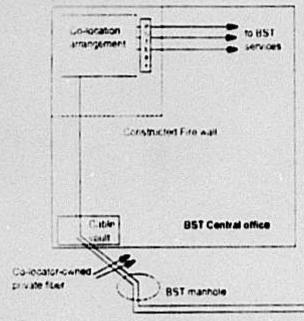
BellSouth Physical Collocation Central Office Exemptions (through September 1994)*

State	City	Central Office	CLLI
Alabama	Birmingham	Five Points South	BRHMALFS
	NOTE OF THE PERSON OF THE PERS	Main and Toll	BRHMALMI
		Riverchase	BRHMALRC
	Huntsville	Redstone Arsenal	HNVLALMA
Florida	Chipley	Jackson	CHPLFLJA
	Gainesville	Main	GSVLFLMA
	Jacksonville	Mandarin Avenues	MNDRFLAV
		San Jose	JCVLFLSJ
		South Point (JT Butler)	JCVLFLJT
	Jupiter	Main	JPTRFLMA
	Lake Mary	Main (Heathrow)	LKMRFLMA
	Lynn Haven	Ohio Avenue	LYHNFLOH
	North Dade	Golden Glades	NDADFLGG
	Pensacola	Ferry Pass	PNSCFLFP
	West Palm Beach	Gardens	WPBHFLGR
		Royal Palm	WPBHFLRP
Georgia	Austell	Main	ASTLGAMA
	Tucker	Main	TUKRGAMA
Kentucky	Louisville	Armory Place	LSVLKYAP
		Bardstown Road	LSVLKYBR
		Westport Road	LSVLKYWE
	Paducah	Main	PDCHKYMA
North Carolina	Charlotte	Reid Road	CHRLNCRE
		Research Drive (Univ.)	CHRLNCUN
	Greensboro	Airport	GNBONCAP
	Pembroke	Central	PMBRNCCE
South Carolina	Columbia	Senate Street	CLMASCSN
	Greenville	Woodruff Road	GNVLSCWR
Tennessee	Memphis	Main	MMPHTNMA
		Midtown	MMPHTNMT
		Southside	MMPHTNST

^{*} BellSouth ceased qualifying C O's September 1994 due to elimination of physical offering

Physical Co-location Expanded Interconnection

With Explanded Interconnection, the collection is "regunding" their private network to interconnect with BeilSouth's network. Therefore, private fiber is placed to the central office and pulled through to the collection arrangement. The isolability places their equipment in material floor spaces and purchases cross connects to BeitSouth's transport services.

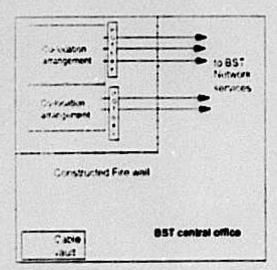


Camenta 5	sestiturae
Application fee	NRC
Space preparation fee	NRC
Space construction fee *	MRC
Cable installation fee	1.9C
Cable support structure	RC -
Floor space per square foot	AC
includes environmentals	
Floor space - power I per ampere	AC
Cross-connects	RC
Security escort / per 1/2 hour	as required)

^{*} Applies for optional cage construction only

Physics co-location. Service interconection arrangement

With a Service interconnection arrangement, the co-locator places their equipment in leased floor space and purchases inconscribed to BellSouth's Transport services. For this arrangement, BellSouth will request a minimum 24 month conduct for both their floor space and transport services, us well as a minimum number of intercorrected DS1 or DS3 services.



Elements	See of charge
Approach to	NHC
Space preparation fee	NHC
Space construction fee *	NHC
Firm space / per square find	AC.
re ides environmentals	
Flore scuce - paneir / per ampero	, AC
Cross-connects	AC .
Security escort / per 1/2 hour	(as required)

^{*} Required only for optional raign construction

Rates for Negotiated Interconnection

Rate Element	Application/Description	Type of charge	Rate
Application Fee	Applies per arrangement per location	Non recurring	\$ 3,848 30
Space Preparation Fee			ICB *(1) Will not be less than \$1,788 00
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments	nstruction of optional cage in	
Cable Installation Fee	Applies per entrance cable	Non recurring	\$ 4,650 00
Floor Space	Per square foot, for Zone A and Zone B offices respectively	Monthly Recurring	\$9.31 / \$8.38 °(3)
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	\$ 5 14 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$13 35 per cable
POT bay			\$1 20 / \$5 00 *(4)
Cross-connects	Per DS1 / DS3 respectively	Monthly Recurring	\$ 9 28 / \$ 72 48
Security escort	First and additional half hour increments, per tariff rate in Basic time (B), Overtime (O) and Premium time (P)	As required This is a tariffed charge	\$41 00 / \$25 00 B \$48 00 / \$30 00 C \$55 00 / \$35 00 P

Note 1 Will be determined at the time of the application based on building and space modification requirements for shared space at the requested C O

Note 2 Applies only to collocators who wish to purchase a steel-gauge cage enclosure

Note 3 See attached list for zone A offices as of May 1996 This list will be amended monthly

Note 4 Applies when collocator does not supply their own POT bay

STATE	CITY	OFFICE	CLLI / STATUS
AL	Birmingham	Main & Toll	BRHMALMA EX
	Montgomery	Main & Toll	MTGMALMT
	Mobile	Azalea	MOBLALAZ
FL.	Boca Raton	Boca Teeca	BCRTFLBT
Earles 1	Fort Lauderdale	Main Relief	FTLDFLMR
		Cypress	FTLDFLCY
		Plantation	FTLDFLPL
SE STREET	Jacksonville Beach	Main	JCBHFLMA
100000	Jacksonville	Arlington	JCVLFLAR
		Beachwood	JCVLFLBW
		Clay Street	JCVLFLCL
		Southpoint	JCVLFLJT EX
		Normandy	JCVLFLNO
		Riverside	JCVLFLRV
		San Jose	JCVLFLSJ EX
		San Marco	JCVLFLSM
		Westconnett	JCVLFLWC
		Mandarin Avenues	MNDRFLAV EX
		Mandarin Loretto	MNDRFLLO
	Lake Mary	Lake Mary	LKMRFLMA EX
	Miami	Grande	MIAMFLGR
		Palmetto	MIAMFLPL
		Alhambra	MIAMFLAE
		Bayshore	MIAMFLBA
		Metro	MIAMFLME
	Melbourne	Main	MLBRFLMA
	Orlando	Magnolia	ORLDFLMA
		Azalea Park	ORLDFLAP
		Sand Lake	ORLDFLSL
SHE		Pinecastle	ORLDFLPC
The state		Pinehills	ORLDFLPH

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Annex (Main Annex)

West Palm Beach

WPBHFLAN

STATE GA	CITY Athens	OFFICE Athens	CLLI / STATUS ATHNGAMA
	Atlanta	Courtland St	ATLNGACS
	THE REPORT OF THE PARTY OF THE	Peachtree Pl	ATLNGAPP
i sani	a sagaran dan S	Buckhead	ATLNGABU
		East Point	ATLNGAEP
		Toco Hills	ATLNGATH
		Sandy Springs	ATLNGASS
	Lilburn	Lilburn	LLBNGAMA
EUSAVE	Smyrna	Power Ferry	SMYRGAPF
		Smyrna Main	SMYRGAMA
	Tucker	Tucker Main	TUKRGAMA EX
	Roswell	Roswell Main	RSWLGAMA
	Norcross	Norcross Main	NRCRGAMA
	Marietta	Marietta Main	MRRTGAMA
	Dunwoody	Dunwoody Main	DNWDGAMA
	Alpharetta	Alpharetta Main	ALPRGAMA
	Columbus	Columbus Main	CLMBGAMT
KY	Louisville	Armory Place	LSVLKYAP EX
		Westport Rd	LSVLKYWE EX
		Beechmont	LSVLKYBE
		Bardstown Road	LSVLKYBR EX
	upinetria sotte	Fern Creeek	LSVLKYFC
	Burney Committee	JTown	LSVLKYJT
		Mathews	LSVLKYSM
Etho) S		Third Street	LSVLKYTS
LA	New Orleans	Main	NWORLAMA
	Baton Rouge	Main	BTRGLAMA
MS	Hattiesburg	Hattiesburg Main	HTBGMSMA
S-1601 (1)	Jackson	Cap Pearl	JCSNMSCP
	Vicksburg	Vicksburg	VCBGMSMA
NC	Cary	Central	NARYNCCE
	Chapel Hill	Rosemary	CPHLNCRO
	Charlotte	Caldwell	CHRLNCCA
		South Boulevard	CHRLNCB0

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STATE	CITY Charlotte (cont)	OFFICE Denta	CLLI /STATUS CHRLNCDE
		Erwin	CHRLNCER
		Lake Point	CHRLNCLP
		Reid	CHRLNCRE EX
		Sharon Amity	CHRLNCSH
		University	CHRLINCUN EX
i i i i i i i i i i i i i i i i i i i	Greensboro	Eugene St	GNBONCEU
WA SOM	Raleigh	Morgan	RLGHNCMO
		New Hope	RLGHNCHO
	Salisbury	Main	SLBRNCMA
	Winston Salem	Fifth Street	WNSLNCFI
無山坂	Ashville	O'Henry	AHVLNCOH
SC	Charleston	Dial & Toll	CHTNSCDT
	Columbia	Senate St	CLMASCSN EX
		At Andrews	CLMASCSA
espending.	Greenville	D&T	GNVLSCDT
		Woodruff Road	GNVLSCWR EX
	Spartenburg	Main	SPBGSCMA
TN	Knoxvill	Main	KNVLTNMA
	Memphis	Bartlett	MMPHTNBA
		Chickasaw	MMPHTNCT
		Eastland	MMPHTNEL
		Germantown	MMPHTNGT
		Main	MMPHTNMA EX
		Oakville	MMPHTNOA
TRACT Y		Southland	MMPHTNSL
	Nashville	Main & Toll	NSVLTNMT
		Airport	NSVLTNAP
		Brentwood	NSVLTNBW
		Crieve Hall	NSVLTNCH
		Donelson	NSVLTNDO
		Inglewood	NSVLTNIN
		Sharondale	NSVLTNST
		University	NSVLTNUN

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Attachment C-14

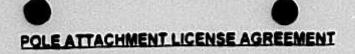
Unbundled Products and Services and New Services

Service: Poles, Ducts, Conduits and Rights of Way

State(s): All

Rates, terms and conditions: This service will be provided via a Standard

License Agreement.



THIS AGREEMENT, made this	day of	199 by and
non-your BallSouth Telecommunications Inc.	, a corporation	organized and existing
uniter the laws of the State of Georgia, having Street, Atlanta, Georgia (hereinafter referred	g its principal of to as the "Lice	nsor") and TCG, a New York
general partnership, having its principal office	at	
(hereinafter called the "Licensee")		

WITNESSETH

WHEREAS, Licensee is a Telecommunications Carrier as defined in Article 1 herein, desiring to furnish communications services in the _______ metropolitan area.

WHEREAS, Licensor is a Utility as defined in Article 1 herein.

WHEREAS, Licensee desires to attach fiber optic cable on poles of Licensor, which poles are owned by Licensor within the area described above, and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of pole attachments on Licensor's facilities where available and where such use will not interfere with Licensor's service requirements subject to the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE I

A. Anchor Rod

A metal rod connected to an anchor and to which a guy strand is attached. Also known as a "guy rod".

B. Pole Attachment

Any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility.

C. Guy Strand

A metal cable of high tensile strength which is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.

D. Make-Ready Work

The work required (rearrangement and/or transfer of existing facilities on a pole, replacement of pole or any other changes) to accommodate the Licensee's attachments on Licensor's pole.

E. Field Survey Work or Survey Work

A survey of the poles on which Licensee wishes to attach in order to determine what work, if any, is required to make the pole ready to accommodate the required attachment, and to provide the basis for estimating the cost of this work.

F. Other Licenses

Any entity, other than Licensee herein or a joint user, to whom Licensor has or hereafter shall extend the privilege of attaching communications facilities to Licensor's poles.

G. Joint User

A party with whom Licensor has entered into, or may hereafter enter into, a written agreement covering the rights and obligations of the parties thereto with respect to the use of poles owned by each party.

H. Suspension Strand

A metal cable of high tensile strength attached to a pole and used to support communications facilities. Also known as "Messenger Cable"

I. Identification Tags

Identifications tags are used to identify Licensee's plant.

J. Usable Space

The space above the minimum grade level which can be used for the attachment of wires, cables and associated equipment.

K. Effective Date

The effective date of regulations governing charges for Pole Attachments used by Telecommunications Carriers shall be 5 years after the date of the enactment of the Telecommunications Act of 1996.

L. Pole Attachment Rate

includes a reasonable and just rate as defined herein and the costs of nonusable space apportioned so that the apportionment equals two-thirds of the costs of providing nonusable space that would be allocated to an attaching party under an equal apportionment of such costs among all attaching entities. A Utility shall apportion the cost of providing Usable Space among all entities according to the percentage of usable space required for each entity.

Article II SCOPE OF AGREEMENT

- A Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee for any lawful communications purpose revocable non-exclusive licenses authorizing the attachment of Licensees's attachments to Licensor's poles, specifically as detailed on APPENDIX , hereto attached and made a part hereof.
- B. No use, however extended, of Licensor's poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles. Licensee's rights herein shall be and remain a license.
- C Nothing contained in this Agreement shall be construed to compel Licensor to construct, retain, extend, place or maintain any pole, or other facilities not needed for Licensor's own service requirements. However, Licensor shall provide Licensee nondiscriminatory access to any pole, duct, conduit or right-of-way owned or controlled by Licensor unless there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes
- D. Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) which Licensor has heretofore entered into, regarding the poles covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing agreement(s) or arrangement(s), between Licensor and any other licensee(s) or joint user(s) of Licensor's poles.

Article III FEES AND CHARGES Licensee agrees to pay to Licensor the Just and Reasonable Rates as defined herein, and as specified in and in accordance with the terms and conditions of Regulations to be prescribed by the Commission. The Regulations shall be attached hereto and incorporated herein upon the Effective Date as defined herein Payment of all charges under this Agreement shall be due thirty (30) days after 8 receipt of the bill (payment due date). Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement thirty days after the payment due date. Licensee will pay a late payment charge of one and one-haif percent (1 1/2%) assessed monthly on any unpaid balance. Until the Effective Date of the Regulations required under the Act, the Pole C Attachment rate charged to Licensee by Licensor for use of the poles, conduit or right-of-way shall be the same rate charged for any pole attachments used by a Cable Television System to provide cable service (the 'CATV' Rate) and as set attached hereto and incorporated herein. Any increase in forth in APPENDIX the rate for pole attachments that results from the adoption of the Regulations shall be phased in equal annual increments over a period of 5 years beginning on the Effective Date of the Regulations. If Licensor engages in the provision of Telecommunication Services or Cable Services. Licensor shall impute to its cost of providing such services (and charge D any affiliate, subsidiary or associate company engaged in the provision of such services) an equal amount to the pole attachment rate for which such company would be liable under Section 224 of the Act. Article IV ADVANCE PAYMENT Licensee shall make an advance payment to Licensor for: A The reasonable costs incurred by Licensor for the required Field Survey in an amount agreed upon by Licensor and Licensee sufficient to cover the (1) estimated cost to be incurred by Licensor to complete such survey. The reasonable costs of any Make Ready Work required in an amount agreed upon by Licensor and Licensee sufficient to cover the estimated (2) cost to be incurred by Licensor to complete the required Make Ready Work. -4-

B The amount of the advance payment required shall be due within thirty (30) days after receipt of an invoice from Licensor.

Article V SPECIFICATIONS

- A Licensee's attachments shall be placed and maintained in accordance with the requirements and specifications of applicable BellSouth practices, the latest editions of the Manual of Construction Procedures (Blue Book), Electric Company Standards, the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.
- B If any part of Licensee's attachments is not so placed and maintained on any pole. Licensor may upon fifteen (15) days written notice to Licensee and in addition to any other remedies Licensor may have hereunder, remove Licensee's attachments from such pole or perform such other work and take such other action in connection with said attachments that Licensor deems necessary or advisable to provide for the safety of Licensor's employees or performance of Licensor's service obligations at the cost and expense of Licensee.
- C. Licensee shall place Identification cable tags on cables located on poles and Identification Apparatus tags on any associated items of Licensee's plant, e.g., guys, anchors or terminals.

Article VI LEGAL REQUIREMENTS

- Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its Telecommunications System on public and private property at the location of Licenser's poles which Licensee uses. In the case of private property, Licensee shall present satisfactory evidence of such authority at the time application for a license is made pursuant to Article VII herein.
- B The parties hereto shall at all times comply with the provisions of this Agreement and with the Act and any laws, Regulations, or ordinances which affect the rights granted hereunder.

Article VII ISSUANCE OF LICENSES Before Licensee shall attach to any pole. Licensee shall make application for and A receive a license therefor in the form of APPENDIX Forms A-1 and A-2 Such icense shall not be unreasonably withheld or delayed. Licensor shall provide Licensee a nondiscriminatory license to any pole, duct, 8 conduit or right-of-way owned or controlled by Licensor unless there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes. Article VIII POLE MAKE-READY WORK A Field Survey will be required for each pole for which attachment is requested to determine the adequacy of the pole to accommodate Licensee's attachments The Field Survey will be performed jointly by representatives of Licensor, joint user (if applicable) and Licensee. In performing all Make-Ready Work to accommodate Licensee's attachments. 8 Licensor will endeavor to include such work in its normal work load schedule. If Licensor intends to modify or alter any pole, duct, conduit or right-of-way in C which Licensee has an attachment, Licensor shall provide Licensee written notification of such action in order that Licensee shall have a reasonable apportunity to add to or modify its existing attachment. If Licensee desires to add to or modify its existing attachment after receiving such notification. Licensee shall bear a proportionate share of the costs incurred by Licensor in making such pole, duct, conduit or right-of-way accessible. Licensee shall not be required to bear any of the costs of rearranging or D replacing its attachment if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity (including Licensor). Article IX CONDUIT SYSTEM When an application for Conduit Occupancy is submitted by the Licensee, a A Prelicense Survey by the Licensor will be required to determine the availability of the Conduit System to accommodate Licensee's communications facilities.

Licensor will advise the Licensee in writing of the estimated charges that will

apply for such Prelicense Survey and receive written authorization and advance payment from the Licensee before undertaking such a survey. A representative of the Licensee may accompany the Licensor's representative on the field inspection portion of such Prelicense Survey. Licensee shall have ninety (90) days from receipt of notice of the estimated charges to make the required payment and indicate its written authorization for completion of the required Prelicense Survey. Failure to respond in the specified period will result in cancellation of the application.

- B License applications received by Licensor from two or more Licensees for occupancy of the same Conduit System will be processed by Licensor in accordance with procedures detailed in APPENDIX
- The Licensor retains the right, in its sole judgment, to determine the availability of space in a Conduit System. In the event the Licensor determines that rearrangement of the existing facilities in the Conduit System is required before the Licensee's Communications Facilities can be accommodated. Licensor will advise the Licensee in writing of the estimated Make-Ready charges that will apply for such rearrangement work. Licensee shall have ninety (90) days from the receipt of such written notification to make the required payment and provide its written authorization for completion of the required Make-Ready Work. Failure to respond within the specified period will result in cancellation of the application.
- D In performing all Make-Ready Work to accommodate Licensee's communications facilities. Licensor will endeavor to include such work in its normal work load schedule.

Article X CONSTRUCTION, MAINTENANCE AND REMOVAL OF POLE ATTACHMENT

- Licensee shall, at its own expense, construct and maintain its attachments on Licensor's poles in a safe condition and in a manner reasonably acceptable to Licensor, so as not to conflict with the use of the Licensor's poles by Licensor or by other authorized users of Licensor's poles, nor electrically interfere with Licensor's facilities attached thereto.
- B Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by Licensee's attachments. Where multiple licensees' attachments are involved. Licensor will attempt to the extent practical, to designate the same relative position on each pole for Licensee's attachments.

Licensee shall obtain specific written authorization from Licensor, which shall not C be unreasonably withheld or delayed, before relocating, materially altering or replacing its attachments or overlashing its own cable on Licensor's poles Licensee shall give reasonable notice to the affected public authority or private D landowner as appropriate before commencing the construction or installation of ts attachments or making any material alterations thereto. Licensee, at its expense, will remove its attachments from any of Licensor's E poles within thirty (30) days after termination of the license covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period. Licensor shall have the right to remove such attachments at Licensee's expense and without any liability on the part of the Licensor for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of Licenson Article XI CONDUIT OCCUPANCY Licensee must obtain prior written authorization from Licensor, which shall not be A unreasonably withheld or delayed, before installing, removing or performing maintenance of its communications facilities in any of Licensor's conduit systems. Licensor reserves the right to specify what, if any, work shall be performed by Licensor. Any work performed by Licensor shall be at the expense of Licensee and shall be accomplished within a time period agreed upon by the parties. in the event of an emergency. Licensee shall observe the procedure outlined at 3 governing entry into Licensor's manhole(s). APPENDIX Licensor shall designate the particular duct(s) to be occupied by Licensee, the C location and manner in which Licensee's communications facilities will enter and exit the conduit system and the location and manner of installation for any associated equipment which Licensor permits in the conduit system. Licensor reserves the right to exclude or limit the type, number and physical size of Licensee's communications facilities which may be placed in Licensor's conduit system; provided, however, that Licensor shall provide Licensee with a written explanation of any such exclusion or limitation so imposed. Licensor's manhole(s) shall be opened only as permitted by Licensor's D authorized employees or agents. Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manhole(s) and conduct work operations therein. Licensee's employees, agents or contractors will be permitted to enter or work in Licensor's manhole(s) only when an authorized employee or agent of Licensor is present or the Licensor's authorized . 8 -

employee or agent has determined the Licensee's work will not affect Licensor's equipment. Licensor's authorized employee or agent shall have the authority to suspend Licensee's work operations in and around manhole(s) if in the sole discretion of said employee or agent, any hazardous conditions arise, any unsafe practices are being followed, or the work may adversely affect Licensor's equipment. Licensee shall pay Licensor reasonable charges, as agreed by the parties, to compensate Licensor for the expense of providing an employee or agent to observe the performance of work for Licensee in and around manhole(s). The presence of Licensor's authorized employee or agent shall not relieve Licensee of its responsibility to conduct all work operations in and around Licensor's manhole(s) in a safe and workmanlike manner, in accordance with the terms of this Agreement.

- E Licensee, at its expense, will remove its communications facilities from a conduit system within sixty (60) days after:
 - 1) termination of the license covering such conduit occupancy; or
 - 2) the date Licensee replaces its existing facilities in one duct with substitute facilities in another duct.

If Licensee fails to remove its facilities within the specified period, Licensor shall have the right to remove such facilities at Licensee's expense and without any liability on the part of the Licensor for damage or injury to such facilities unless caused by the negligence or intentional misconduct of Licensor.

F Licensee shall remain liable for and pay to the Licensor all fees and charges pursuant to provisions of this Agreement until all of Licensee's facilities are physically removed from Licensor's conduit system.

Article XII TERMINATION OF LICENSE

Licensee may at any time remove its attachments from a pole after first giving Licensor written notice of its intent to effect such removal and any fees shall be prorated to date of removal. Following such removal, no attachment shall again be made to such pole until Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

Article XIII
INSPECTION OF POLE ATTACHMENTS

- A Licensor reserves the right to make reasonable periodic inspections of any part of Licensee's attachments, including guying, attached to Licensor's poles at Licensee's cost and with prior notice to Licensee as described herein.
- B Licensor will give Licensee advance written notice of such inspections, except in those instances where safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to Licensee. In such case Licensor shall provide reasonable non-written notice to licensee.
- C The making of periodic inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

Article XIV UNAUTHORIZED ATTACHMENTS

- If any of Licensee's attachments shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding. Licensor, without prejudice to its other rights or remedies under this Agreement, including termination of licenses, may impose a charge and require Licensee to submit in writing, within 15 days after receipt of written notification from Licensor of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by the Licensor within the specified time period, Licensee may be required at Licensor's option to remove its unauthorized attachment or occupancy within thirty (30) days of the final date for submitting the required application, or Licensor may at Licensor's option remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee.
- For the purpose of determining the applicable charge, any unauthorized pole attachment or conduit system occupancy shall be treated as having existed for a period of 2 years prior to its discovery or from the time of the last inspection date or for the period beginning with the effective date of this License Agreement, whichever period shall be the shorter.
- C Notwithstanding anything to the contrary in this Agreement, Licensee acknowledges that the placement of unauthorized pole attachments or the unauthorized occupancy of conduit systems will cause Licensor to incur expenses or damages that may be difficult or impossible to quantify. In addition to any other rights or remedies available to Licensor pursuant to this Article XIV. Licensee shall pay to Licensor as liquidated damages and not as a penalty a one-time charge of \$50.00 per unauthorized pole attachment and, in the case of unauthorized conduit occupancy, a one-time charge of \$500.00 per duct run.

measured manhole to manhole. The parties hereby agree that said liquidated damages are a reasonable pre-estimate of Licenson's probable loss.

- D Fees and charges for pole attachments and conduit system occupancies, as specified herein and in APPENDIX—as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the pole attachment or conduit occupancy.
- No act or failure to act by Licensor with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use, and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

Article XV

- A Licensor reserves to itself; its successors and assigns the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements subject to its obligations under this Agreement. Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communications services arising in any manner out of the use of Licensor's poles except from Licensor's negligence or willful misconduct.
- Licensee shall exercise caution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and Licensee assumes all responsibility for any and all loss from such damage caused by the negligent acts or willful misconduct of Licensee's employees, agents or contractors. Licensee shall make an immediate report to Licensor and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.
- C Each party (the "Indemnitor") shall defend, indemnify and save harmless the other (the "Indemnitee") against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with this Agreement (including reasonable attorney's fees) including, but not limited to those which may be imposed upon, incurred by or asserted against the Indemnitee by reason of (a) any work or thing done upon the poles licensed hereunder or any part thereof performed by the Indemnitor or any of its agents, contractors, servants, or employees, (b) any use, occupation, condition operations of said poles or any part thereof by the Indemnitor or any of its agents, contractors, servants, or employees; (c) any act or emission on the part

of the Indemnitor or any of its agents, contractors, servants, or employees, for which the Indemnitee may be found liable: (d) any accident, injury (including death) or damage to any person or property occurring upon said poles or any part thereof arising out of any use thereof by the Indemnitor or any of its agents, contractors, servants, or employees; or (e) any failure on the part of the Indemnitor to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement unless caused by the negligence or intentional misconduct of Indemnitee.

- Neither party shall be liable for indirect, consequential, special or punitive damages of any kind.
- E The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued thereunder.

Article XVI

- A Licensee shall carry insurance to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in Article XV preceding.
- B The amounts of such insurance, shall be as follows:
 - against liability due to damage to property shall not be less than \$1,000,000 as to any one occurrence and \$1,000,000 aggregate, and
 - 2 against liability due to injury to or death of person shall not be less than \$3,000,000 as to any one person and \$3,000,000 as to any one occurrence.
- C. Licensee shall also carry such insurance as will protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it.
- All insurance must be effective before Licensor will authorize Licensee to make attachments to any pole and shall remain in force until such attachments have been removed from all such poles.
- Elicensee shall submit to Licensor certificates of insurance including renewal thereof, by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; that such certificates name the Licensor as an additional insured under the public liability policy; that it will not cancel or change any such policy of insurance issued to

Licensee except after the giving of not less than sixty (60) days written notice to Licensor.

Article XVII AUTHORIZATION NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of an exclusive authorization, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any pole covered by this Agreement provided there is no interference with the rights granted to Licensee hereunder.

Article XVIII ASSIGNMENT OF RIGHTS

- A Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of Licensee's successors, without the prior written consent of Licensor, which shall not be unreasonably withheld or delayed.
- B. In the event such consent or consents are granted by Licensor, then this Agreement shall extend to and bind the successors and assigns of the parties hereto.

Article XIX FAILURE TO ENFORCE

Failure of a party to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

Article XX TERMINATION OF AGREEMENT

- A If Licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement, or if Licensee's facilities are maintained or used in violation of any law and Licensee shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance, Licensor may terminate the authorizations covering the poles as to which such default or noncompliance shall have occurred
- B In the event of termination of this Agreement, Licensee shall remove its attachments from Licensor's poles within six (6) months from date of termination;

provided, however, that Licensee shall be liable for and pay all fees to Licensor pursuant to the terms of this Agreement until Licensee's attachments are removed from Licensor's poles.

If Licensee does not remove its attachments from Licensor's poles within the applicable time period specified in this Agreement, Licensor shall have the right to remove them at the expense of Licensee and without any liability on the part of Licensor to Licensee therefor, except for the negligence or willful misconduct of Licensor, and Licensee shall be liable for and pay all fees to Licensor pursuant to the terms of this Agreement until such attachments are removed.

Article XXI TERM OF AGREEMENT

- A This Agreement shall remain in effect for a term of _______year(s) from the date hereof. Licensee shall have the option to renew this Agreement for an additional _____year period upon providing Licensor thirty (30) days written notice prior to the termination date.
- B. Termination of this Agreement shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination. Termination of any license issued pursuant to this Agreement shall not affect any remaining licenses issued hereunder.

Article XXII CHOICE OF LAW

The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of Florida, excluding its conflict of laws provisions.

Article XXIII ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement may not be modified or amended other than by a written instrument executed by both parties.

Article XXIV

All written notices required under this Agreement shall be given by posting the same in first class mail as follows:

To Licensee:	TCG	
	Attn:	
with a copy to:	Teleport Communications Group In One Teleport Drive	ıc
	Staten Island, New York 10311 Attn General Counsel	
To Licensor: (Payments Only)		
	Āttn:	
To Licensor: (AllOthers)		
	Attn:	

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LICENSEE	LICENSOR
Ву	Ву
Title	Title

1996 BellSouth Rental Rates for Poles & Conduit

			CATV	
	Poles	e	anduri .	
		t/ee	\$ / Foot / Year	
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onda	4 10	75		
			north and the	
Beargi a	420	56		
Centucky 2-user	745	70*		
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Mississippi	4 94	2 50		i de
North Carolina	3 99	92		
outh Carolina	3 29	ø		Tige .
Tennesses	4.57	500		







Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description:

Provides the connection from the serving central office to a subscriber's premises.

It is engineered to most the same parameters as a residence or business

exchange access line.

Information relative to multiplexing of the Unbundled Exchange Access Loop

is described in Attachment C-16 following.

State(s):	Alabama	Floride Georgie							
Rate Elements	Monthly	Nonrecurring First	Add1	Monthly	Monrecurring First	Charges Add1	Monthly	Montecutting C	Addi
Unbundled Exchange Access Loop	\$25.00	5140.00	\$45 00	\$17.00	\$140 00	\$45 00	\$25 00	\$140 00	\$45.00
Unburided Exchange Access IOG - Fixed - 1 - 8 Miles - 9 - 25 Miles - Over 25 Miles	\$30 00 \$2 05 \$2 00 \$1 95	N/A N/A	NIA NIA NIA NIA	\$28 50 \$1 65 \$1 60 \$1 55	\$87.00 N/A N/A N/A	14A 14A 14A	\$32.00 \$2.05 \$2.00 \$1.95	\$105.00 N/A N/A N/A	111 111 111

State(s):	Kentucky			Louisiana	CLASSICA.	Mississippi			
Rate Elements	Monthly	Remocurring First	Charges Add1	Monthly	First	Charges Addi	Monthly	Nonrecutting C	Add1
Unbundled Exchange Access Loop	\$25 00	\$140.00	\$45.00	\$25 00	\$140 00	\$45 00	\$25 00	\$140.00	\$45.00
Unbundled Exchange Access IOC - Fired - 1 - 6 Miles - 9 - 25 Miles - Over 25 Miles	\$30 00 \$2 05 \$2 00 \$1 95	N/A N/A	N/A N/A N/A	\$30 00 \$2 05 \$2 00 \$1 95	\$100 00 N/A N/A N/A	NIA NIA NIA NIA	\$30 00 \$2 05 \$2 00 \$1 95	NA	1: A 1: A

State(s):	N.Caroline		S.Carolina				Tennessee		Mark Street Street	
Rate Elements	Monthly	Monrecurring First	G Charges Add'i	Monthly	Nonrecutting First	g Charges Addi	Hisminity	Nonrecurring First	Addi	
Unbundled Eschange Access Loop	\$30 03	\$140.00	\$45 00	\$25 00	\$140.00	\$45 00	\$25 00	\$140 00	\$45.00	
Unbundled Exchange Access IOC - Fixed - 1 - 8 Miles - 9 - 25 Miles - Over 25 Miles	\$11.85 \$2.15 \$2.15 \$2.15	N/A N/A	N/A	\$2.05 \$2.00	N/A N/A	N/A	\$2.05 \$2.00	N/A N/A	144	

Attachment C-15

Unbundled Products and Services and New Services

Service: Channelization System for Unbundled Exchange Access Loops

Description:

This new rate element provides the multiplexing function for Unbundled Exchange Access Loops. It can convert up to 96 voice grade loops to DS1 level for connection with the ALEC's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DS1 level to customer premise) or on a non-concentrated basis (delivers at 4 DS1 level to customer premise) at the option of the customer.

In addition to the following rate elements, 1.544 Mbps local channel and/or interoffice channel facilities may be required as set forth in E7 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff for non-collocated ALECs.

State(s)	Alabama			Florida			Georgia		
Rate Elements	Monthly	Nonrecurring First	Charge Add1	Monthly Rate	Nonrecurring First	Charge Add1	Monthly Rate	Nonrecurring First	Charge Add1
Unbundled Loop Channelization System (DS1 to VG), Per System	\$575 00	\$525 00	NIA	\$555 00	\$490 00	N/A	\$555 00	5490 00	1.14
Central Office Channel Interface (circuit specific plug in equipment), 1 per circuit	\$1.70	\$8.00	18 00	\$1.70	\$7.00	\$7.00	\$1 70	\$7.00	\$7.00

Statelel	Kontecky	THE STATE OF THE S		Louisiene	SISTRE-LIN		Mississiaal		
Rate Elements	Rate	First	Charge Add1	Monthly Rate	Nonrocurring First	Charge Add1	Monthly Rate	Nonrecurring First	Charge Add1
Unbunded Loop Channelization System (DS1 to VG), Per System	\$540 00	\$495.00	N/A	\$530 00	\$510.00	N/A	\$560 00	\$450.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.60	\$6.00	\$8.00	\$1 60	\$8.00	\$8.00	\$1.70	36.00	\$6.00

State(s):	N.Carollas			S.Caroline			Tennessee		
Rate Elements	Monthly	Nonrocurring First	Charge Add1	Monthly Rate	Nonrecurring First	Charge Add1	Monthly Rate	Nonrecurring First	Charge Add1
Unbundled Loop Channelization System (DS1 to VG), Per System	\$545.00	\$475.00	NA	\$520 00	\$480 00	NA	\$530 00	\$520 00	166
Central Office Channel Interface (circuit specific plug-in equipment),	\$1.66	\$7.00	\$700	\$160	\$6.00	\$6.00	\$1 60	\$8.00	\$6.00





Service: Unbundled Exchange Ports

Description: An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over SelfSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

> in addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combinded with other services available in BeltSouth's Intrastate Access Service Tartiffs as technically fessible.

When an Unbundled Port is connected to BellSouth provided collocated logge, cross-connection rate elements are required as set forth in Section 29 of BaltSouth Telecommunications's, Inc.'s Interstate Access Tariff, FCC No.1.

Alabama		#U4505.01.16	Florida		Coorgio	
Rate Elements	Rate	PM	Rate Elements	Rate	Rate Elements	Rate
Monthly	100		Monthly		Manaday .	
Residence Port	\$2 50	The second second	Residence Port	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Residence Port	\$2.20
Buenoss Port	87.00		Buances Pert		Business Port	34 6
PBX Trunk Port	\$7.00		PBX Trunk Port		PBX Trunk Port	87 1
Rotary Service	\$2.00		Rotory Service	82.00	Rotary Service	82.77
Primary Rate ISDN NAS	\$20 00	14				
Usese Milesee Bands			Usage-(STS)		Ucago-(578)	
A (0 miles)	80 02	Int ma	- ne mn	\$0 0275	-seals per cas	80 02
	\$9.01	Add1 mm	- addi min	\$0 0125	- per minute er	
S (1-10 miles)	80.04	mema.	3 tandhes	50 8 8 8 8 10 10 E	fraction thereof	\$0 03
	\$0 02	Addi men.		With State		
C (11-16 miss)	80 08	Ind. men.		SHEET OF		
	\$0.04	Addi ma		SUPPLY		
O (17-22 miles & existing LCA described				1		200
in A3 6 greater than 22 mi.)	\$0.10	Ind. men.		S GIN		200
	80 07	Addi met.		**************************************		3100
E (23-30 miss)	80.10	Ind mon		Tion S	man State Man	
	80.10	Add1 min.		300		
F (31-40 máss)	80.10	inc.mon	The state of the	前/日本		Description in
	\$0.10	Add men.				
G (Special Band)*	80.10	ind mon				
	\$0.10	Addi min				100/

[&]quot; In addrson to the local casing described in A3 of BetSouth's General Subscriber Senice Tarif, if any was contar in an exchange is located within 40 miles of any wire center in the engineting evaluation, local calling will be provided from the entire originating exchange to the entire terminating exchange. The usage charges for Band G are applicable for distances greater than 40 miles.

Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports (Cont'd)

Kentucky	V-100	ACCES:	Louisiana				
Rate Elements	Rate	Per	Rate Elements	Rate	Per		
Monthly	- 100 State		Monthly	20130	The National Control		
Residence Port	\$3 50		Residence Port	\$2 50	A A CONTRACTOR OF THE PARTY OF		
Business Port	\$10.00	100	Business Port	\$7.00			
PBX Trunk Port	\$10.00		PBX Trunk Port	\$7 00			
Rolary Service	\$350		Rotary Service	\$3 50			
Usage-Africage Bands	and the state of		Usage-Mileage Bands		- Ban 1810		
A (O miles)	\$0.04	Int Min	0 (0 miles)	\$0.02	Ind Min		
	\$0.02	Add mn		1001	Add1 min		
B (1-10 mirs)	- 0.000	STREET, THE LIBRARY	A (1-10 miles)	\$0.04	Ind Man		
	0.00	Add mm	CANALESCA CONTRACTOR C	\$0.02	Add1 min		
(Greater than 10 miles Limited LCA)		# Core-Acres	8 (11-16 miles)	ALCOHOL: NO. OF PARTY AND	ind Min		
C (Cheste tres) to times (mines (CA)	The state of the s	Addi min	The state of the s	3.00	Addi mo		
		ALCOHOLOGICA CONTRACTOR	C (17-22 miles)	100000000000000000000000000000000000000	Int Min		
0 (1-10 miles beyond Limited LCA)	100 To 10	Add'I min		0.00 (C) (C)	Add mo		
		graduate retrotation	D (23 - 30 miles Basic LCA and Intra	100 000 000	ine Min		
E (11-16 miles beyond Limited LCA)	20142000000			100000000000000000000000000000000000000	Addime		
	C	Add'I min		200	Comment of the commen		
F (17-22 miles beyond Limited LCA)	DESCRIPTION OF PROPERTY.	Int Min		2000	Int Min		
	(2.7.10/07)	Add'I min		100000000000000000000000000000000000000	Addi min		
G (23-30 miles beyond Limited LCA)	Control Control	ind Min	F (23 - 30 miles Inter-Parish Expanded LCA)		Int Min		
	\$0.07	Add1 min		27.75.50.07	Acsi min		
H (31-40 miles beyond Limited LCA)	\$0.09	and Min	G (31 - 40 miles Inter-Parish Expanded LCA)	577.0047	Int Min		
Water Charles and the Real	\$0 07	Add1 min		\$0 14	Add1 min		
(Greater than 40 miles beyond	\$0.09	Int Ma	H (Greater than 40 miles Inter-Parish)	\$0 14	Int Min		
Limited LCA)	\$0.07	Add1 min		\$0 14	Add1 min		

Mississippi			N Carolina	S. Carolina		
Puto Elements	Rates	Per	Male Elements	Rates	Rate Elements	Rates
Monthly		ADVENIENCE.	Monthly		Monthly	
Residence Port	83 75		Residence Port		Residence Port	\$4 00
Business Port	\$7.50		Business Port	\$6.00	Business Port	\$10 50
PBX Trunk Port	\$7 50	1200	PSX Trunk Port	\$8 00	PBX Trunk Port	\$10 50
Rotary Service	83 75	THE SALE	Rotary Service	\$1 50	Rotery Service	\$3 00
Usage - Mile Bands			Usage - (STS)		Usage - (\$75)	
A (0 miles)	\$0.02	Int min	- Inf min	\$0.05	- Basic Svc Area	\$0.02
	\$0.01	Add1 min	- Add min	\$0.02	- Expanded Svc Area	\$0 12
B (1-10 mies)	80 04	Inf min		DESTRUCTION OF THE PARTY OF THE		
C (11-16 miles, existing LCA desc- ribed in A3 6 greater than 16 miles,	\$0.02	Addi min				
and calls to county seat greater	\$0.06	Ind min				
than 16 miles)	200	Add1 min				
D (17-30 miles)	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Int min				
	\$0.07	Add min				
E (31-55 miles Bilos LATA)	2007.00000	int min				
resident and the second second second	\$0.07	Add1 min				
F (31-55 miles Jackson LATA)	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Int men				
	80 10	Addi min			5	
G (56-85 miles Bloss LATA)	25 - 230 -	Int min	Maria de la companya del companya de la companya del companya de la companya de l	THE REAL PROPERTY.		
	80 14	Add1 min				

Tennessee Rate Elements	Rates A
Monthly	\$4.00
Residence Port Business Port	\$10.00
PBX Trunk Port	\$10.00
Rotary Service	\$8.50
Usage - Mile Bands	
A (0-16 miles)	\$0 02 mou
8 (17-30 miles)	\$0.05 mou
C >30 miles	\$0 10 mau

Attachment C-18

Unbundled Products and Services and New Services

Service: Local Calling Area Boundary Guide

Description: Provided to ALECs to assist in deployment of numbers

on their network to conform with BellSouth existing

local calling area geographics.

State: All

Rate(s): No Charge

ATTACHMENT "D"

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by US LEC for the purposes of resale to US LEC end users shall be available at the following discount off of the retail rate.

		DISCOUNT
STATE	RESIDENCE	BUSINESS
ALABAMA	10%	10%
FLORIDA	18%	12%
GEORGIA	20.3%*	17 3%*
KENTUCKY	10%	8%
LOUISIANA	11%	10%
MISSISSIPPI	9%	8%
NORTH CAROLINA	12%	9%
SOUTH CAROLINA	10%	9%
TENNESSEE	11%	9%

^{*}The Georgia discount is subject to change as a result of final resolution of the order of the Georgia Public Service Commission, issued June 12, 1996

Discounts will not apply to: Unbundled port service; nonrecurring charges; federal or state subscriber line charges; inside wire maintenance plans; pass-through charges (e.g., N11 end user charges); and taxes

@ BELLSOUTH

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150 South Manree Stropt Testabasses Rende 2000

March 19, 1997

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

170345-77

Re: Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and US LEC of North Carolina L.L.C. ("US LEC") pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and US LEC are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth telecommunications services to US LEC. The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and US LEC within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exist as to the agreement they have negotiated and that the Commission should approve their agreement.

Very tryly yours,

A. M. Lombardo

Regulatory Vice President

DOCUMENT & THE REPORTE

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FPSC-RECORDS/REPORTING

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications. Inc., ("BellSouth"), a Georgia corporation, and US LEC of North Carolina LLC ("USLEC") a North Carolina limited liability company. This agreement may refer to either BellSouth or US LEC or both as a "party" or "parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, US LEC is an alternative local exchange telecommunications company ("ALEC" or "OLEC") authorized to provide or is intending to be authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

NOW THEREFORE, in consideration of the mutual agreements contained herein. BellSouth and US LEC agree as follows:

I. Definitions

- A. Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.
- B. Intermediary function is defined as the delivery of local traffic (i) from a local exchange carrier other than BellSouth; an ALEC other than US LEC; or (ii) another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or US LEC to an end user of BellSouth or US LEC.
- C. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

- D. Local interconnection is defined as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or unreasonable delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.
- E. Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability, less any interstate minutes of use for terminating party pays services, such as 800 Services. The denominator includes all "nonintermediary" local, interstate, intrastate toll and access minutes of use, adjusted for service provider number portability, less all minutes attributable to terminating party pays services.
- F. Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use, adjusted for those minutes of use that only apply local due to service provider number portability. The denominator is the total intrastate minutes of use including "nonintermediary" local, intrastate toll, and access, adjusted for service provider number portability less intrastate terminating party pays minutes of use.
- G. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).
- H. Multiple Exchange Carrier Access Billing ("MECAS") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by BellCore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

N. Purpose

A. The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271 and

to replace any and all other prior agreements, both written and oral (but not any contemporaneous written agreements).

B. BellSouth acknowledges and agrees that, at the time this Agreement is executed, US LEC has not filed tariffs, price lists or other similar filings with any Commission or with the Federal Communications Commission. Accordingly, for purposes of this Agreement the parties have referenced BellSouth tariffs for purposes of defining and describing the parties' relative obligations and rights. As and when US LEC files tariffs referenced in this Agreement, then such US LEC tariffs, price lists or other filings shall define and describe the rights and obligations of US LEC to the extent of the inconsistency and parties agree to reach mutual understanding of such inconsistencies prior to US LEC filings becoming effective.

III. Term of the Agreement

- A. The term of this Agreement shall be two years from the date after which US LEC operates as a CLEC or beginning November 1, 1996, whichever date is earlier.
- B. The parties agree that by no later than November 1, 1997, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration of the term of this Agreement, as provided in Section III(A).
- C. If, within 135 days of commencing the negotiation referred to in Section III (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the Commissions to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the Commissions to issue its order regarding the appropriate local interconnection arrangements no later than March 1, 1997. The parties further agree that in the event a Commission does not issue its order prior to the expiration of this Agreement or if the parties continue beyond the expiration of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to the day after the expiration of this Agreement. Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

IV. Local Interconnection

A. The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BellSouth's EAS routes shall be considered as

terms of this section. EAS routes are those exchanges within an exchange's Basic local traffic and compensation for the termination of such traffic shall be pursuant to the Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber

- payable quarterly after appropriate adjustments pursuant to this Agreement are made. Late payment fees, not to exceed 1% per month after the due date may be assessed, if interconnection charges are not paid within thirty (30) days of the due date. incorporated herein. The charges for local interconnection are to billed monthly and network the local interconnection rates as set forth in Attachment B-1, by this reference Each party will pay the other for terminating its local traffic on the other's
- US LEC adopt the billing provisions of such other agreement that are comparable to those contained in this Section IV. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local terminating to US LEC. If at any time during the term of this Agreement traffic is imbalanced to the degree that US LEC feets a cap on amounts owing under this Agreement is required, US LEC has the option to adopt the comparable billing party shall consider every local call, including non-intermediary calls, and every long distance call. Effective on the first of January, April, July and October of each year, the minutes to be billed to the other party. terminating to BellSouth approximately the same level of usage that BellSouth would be and that the usage would likely be reasonably balanced, i.e., US LEC would b parties shall update their PLU. with another ALEC which contains cap provisions, after August 8, 1996 provided the provisions contained in any agreement that BellSouth negotiates or has entered into that the carriers would be interconnecting with each other for comparable types of calls US LEC and BellSouth enter into this Agreement with the understanding For purposes of developing the PLU.
- interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased from BellSouth at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7) services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference. The parties agree that there are three appropriate methods
- E. The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area US LEC desires to serve for interconnection to those end offices that subtend the access tandem or may elect to interconnect directly at the end offices for interconnection to end users served by that end office. BellSouth will connect at each end office or tandem inside that local calling

- their facilities shall provide the necessary on-hock, off-hock answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that required at each interconnection point. telecommunications industry standard of DS-1 pursuant to BellCore Standard No amended from time to time will apply. TR-NWT-00499. and/or services from the other party, the appropriate intrastate access tariff as interconnecting facilities shall Signal transfer point, Signaling System 7 ("SS7") connectivity is interconnection point. BellSouth will provide out-of-band signaling conform, at a minimum, to
- or promotional rate for local interconnection hereunder and a BellSouth charge is applicable thereto. BellSouth shall only charge US LEC the lower of the interstate or intrastate tariffed rate facilities presently used for its alternate access business in order to use such facilities facilities, purchased from the interexchange tariffs, for local interconnection, provided, however, that if US LEC orders new facilities for interconnection or rearranges any Nothing herein shall prevent US LEC from utilizing existing collocation
- charges will be assessed or reciprocal charges will be assessed for network to network interfaces where the parties are certified as providers of local exchange services. BellSouth's treatment of US LEC as to said charges shall be consistent with BellSouth Q. The parties agree to establish trunk groups from the interconnecting facilities of subsection (D) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve treatment of other local exchange carriers for the same charges. optimum cost effectiveness and network efficiency. The parties agree that either no
- compensate US LEC pursuant to this section but will, instead, charge US LEC originating intrastate network access service charges as reflected in BellSouth's intrastate Access Service Tanif. Notwithstanding the foregoing, BellSouth will make the appropriate billing adjustments if US LEC can provide sufficient information for BellSouth to make a determination as to whether said traffic was local or toll. If BellSouth deploys an NOX code across its local calling areas in such a manner that US LEC cannot determine whether the traffic it delivers to BellSouth is local or toll, then the US LEC's network, if BellSouth cannot determine because of the manner in which US preceding sentences of this subsection 4 LEC has utilized its NICK codes whether the traffic is local or toil BellSouth will Whenever BellSouth delivers traffic to US LEC for termination on Con Max apply, with the parties appropriately

- I. If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) an ALEC other than US LEC; (2) a local exchange telecommunications company other than BellSouth ("ICO"); or (3) another telecommunications company such as a wireless telecommunications service provider, the parties agree that compensation shall be on the basis of mutual traffic exchange. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to subsection (K) of this section.
- J. When the parties provides an access service connection between an interexchange carrier ("IXC") and each other, each party will provide their own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the intermediary tandem function.
- point billing for all traffic to which MECAB applies, including traffic terminating to ported numbers, and to employ 30 day billing periods for said arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. The parties agree that there will be technical, administrative, and implementation issues associated with achieving the intent of this subsection. As such, the parties further agree to work as expeditiously as possible to achieve this provision. BellSouth agrees, to the extent BellSouth controls such information, to provide billing information to US LEC at the same level as provided to other parties.
- L. The ordering and provision of all services purchased from BellSouth by US LEC shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

V. IntraLATA and InterLATA Toll Traffic Interconnection

A. The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's network, each party will pay to the other BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. The parties agree that their terminating switched access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.

- charges for originating network access services. interexchange carrier or if the US LEC end user uses BellSouth as an interexchange carrier on a 10XXX basis, US LEC will charge BellSouth the appropriate BellSouth tariff BellSouth end user uses US LEC as an interexchange carrier on a 10XXX basis. BellSouth will charge US LEC the appropriate tariff charges for originating network access services. If BellSouth is serving as the US LEC and user's presubscribed Access Services Tariff as that Tariff is amended from time to time during the term of the other BellSouth's intrastate switched network access service rate elements on a per If US LEC is the BellSouth end user's presubscribed interexchange carrier or if the this Agreement. The appropriate charges will be determined by the routing of the call minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate For originating and terminating intrastate toll traffic, each party shall pay
- BeilSouth access tandems that serve end offices outside the local calling area. service to its customers, it may be necessary for it to interconnect to additional The parties agree that to the extent US LEC provides intraLATA toll
- originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party. Each party agrees to compensate the other, pursuant to the appropriate
- necessary for billing intraLATA 800 customers. standard EMR format for a fee of \$0.013 per record. Each party will provide to the other party the appropriate records The records provided will be in a

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- F. If during the term of this Agreement, either party provides interLATA 800 services, it will compensate the other for the origination of such traffic pursuant to subsection D, above. Each party shall provide the appropriate records for billing pursuant to subsection E, above
- or regional signaling transfer point for service control point detabase query information. US LEC shall utilize \$87 Signaling links, ports and usage as set forth in Attachment C-7, incorporated herein by this reference. US LEC will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SSP equipped and office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialect ten digit number. The rates and charges for said service shall be as set forth in BellSouth's Intrastate Access Services Tariff as BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local said tariff is amended from time to time during the term of this Agreement. Should US LEC require 800 Access Ten Digit Screening Service from

VI. Service Provider Number Portability

- A. Service Provider Number Portability (SPNP) is an interim service arrangement provided by each party to the other whereby an end user, who switches subscription of his local exchange service from BellSouth to US LEC, or vice versa, is permitted to retain use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number. SPNP is utilized when the parties are providing services via their own switches and not through the resale of one party's telecommunications services. SPNP services are available in two arrangements, SPNP-Remote and SPNP-DID Notwithstanding the foregoing, SPNP is not available when the end user's existing account has been denied or disconnected for nonpayment and an outstanding balance remains unpaid.
- B. SPNP services and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from either party on either a per DS0, DS1 and DS3 basis. Where SPNP-DID is provided on a DS1 or a DS3 basis, applicable channelization rates as specified in Attachment C-16, incorporated herein by this reference. SPNP is available only for basic local exchange service.
- C. SPNP is available only where US LEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular US LEC assigned telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or US LEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.
- D. SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by US LEC or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the SPNP-Remote end user. SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number.
- E. SPNP-DID service provides trunk side access to end office switches for direct inward dialing to other company's premises equipment from the

telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination, provided with SS7 Signaling only, charge applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in Section E6 of BellSouth's intrastate Access Services tariff, as said Tariff is amended from time to time during the term of this Agreement. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of 2 channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number group, however there are no restrictions on calls completed to other numbers of a SPNP-DID number group. arrangements provided for terminating the switched transport at the party's terminal location are as set forth in E6.1.3.A. of BellSouth's intrastate Access Services tariff, as amended from time to time during the term of this Agreement.

- F. SPNP services will be provided at the charges contained in Attachment B-3 for SPNP-RCF and Attachment B-4 for SPNP-DID. Both Attachments are incorporated herein by this reference.
- G. The calling party is responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number. BellSouth or US LEC is responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either party may request that the other block collect and third party non-sent paid calls to the SPNP assigned telephone number. If the party does not request blocking, the other party will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges, provided at the individual end user account level. The detail will include itemization of all billable usage. As an alternative to the itemized monthly bill, each party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated format. US LEC usage originated

elsewhere and delivered via CMDS to the sending BellSouth RAO will be provided in rated format.

- Each party is responsible for obtaining authorization from the end user for H. the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other party or any of its end users. In the event that either party determines in its sole judgment that the other party will likely impair or is impairing, or interfering with any equipment, facility or service of such party or any of its end users, that party may either refuse to provide SPNP service or terminate SPNP service that is likely to impair, is impairing or is interfering with the facility, equipment or service of the other party.
- I. Each party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either party chooses to disconnect or terminate any SPNP service, that party is responsible for designating the preferred standard type of announcement to be provided.
- J. Each party will be the other's party's single point of contact for all repair calls on behalf of each party's end user. Each party reserves the right to contact the other party's customers, if reasonably deemed necessary, for maintenance purposes.
- K. Neither party is responsible for adverse effects on any service, facility or equipment related to the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the possibility that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics can not be specified by either party for such calls. Neither party is responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other party obsolete or renders necessary modification of the other party's equipment.
- L. For that terminating IXC traffic ported to either party which requires use of either party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other

party to bill the IXCs directly for terminating access to ported numbers, then the parties agree to work cooperatively to develop a surrogate method to approximate the access minutes, and a settlement process to recover those access revenues due it as a co-provider of access services to IXCs. During the interim, while the surrogate is being developed, the tandem provider will bill the IXC full terminating switched access charges, keep the interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to the other party. If a toll intraLATA call is delivered, the delivering party will pay terminating access rates to the other party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

- M. If either party has direct connections to the IXCs for the termination of all interLATA traffic and it is only through the use of SPNP services that the tandem is being utilized and the tandem provider receives network access service revenues from the terminating IXC, the other party will bill the network access charges for the terminating facilities used for that interLATA traffic. This circumstance may also arise where an intraLATA toll call from one party's customer is sent to a number that is, in turn, forwarded through the use of SPNP services to the other party's customer. If so, the terminating party will bill the other party the network access charges for the terminating facilities used for that intraLATA toll traffic.
- N. If prior to or during the term of this Agreement, the Federal Communications Commission issues regulations pursuant to 47 U.S.C. §251 to require number portability different than that provided pursuant to this subsection, the parties agree to fully comply with those regulations.

VII. Provision of Unbundled Elements

- A. BellSouth will offer an unbundled local loop to US LEC at the current rates as set forth in Attachment C-15, incorporated herein by this reference. Special construction charges, if applicable, will be as set forth in BellSouth's Intrastate Special Access Tariff as said tariff is amended from time to time during the term of this Agreement. BellSouth will also offer, as a new service loop concentration as set forth in Attachment C-16, incorporated herein by this reference. The parties agree that loop concentration service as offered above is not an unbundled element.
- B. BellSouth will offer to US LEC unbundled loop channelization system service which provides the multiplexing function to convert 96 voice grade loops to DS1 level for connection with US LEC's point of interface. Rates are as set forth in Attachment C-16, incorporated herein by this reference.
- C. BellSouth will offer to US LEC unbundled local transport from the trunk side of its switch at the rates as set forth in Attachment B-1, incorporated herein by this reference.

- D. BellSouth will offer to US LEC unbundled local switching at the rates as set forth in Attachment C-17, incorporated herein by this reference, for the unbundled exchange service port.
- E. BellSouth shall, upon request of US LEC, and to the extent technically feasible, provide to US LEC access to its network elements for the provision of any US LEC telecommunications service. Any request by US LEC for access to a BellSouth network element that is not already available shall be treated as a network element bona fide request. US LEC agrees to pay the costs associated with the bona fide request if US LEC cancels the request or fails to purchase the service once completed. US LEC shall provide BellSouth access to its network elements as mutually agreed by the parties or as required by a Commission or the FCC.
- F. A network element obtained by one party from the other party under this section may be used in combination with the facilities of the requesting party only to provide a telecommunications service, including, but not limited to, obtaining billing and collection, transmission, and routing of the telecommunications service.

VIII. Access To Poles, Ducts, Conduits, and Rights of Way

BellSouth agrees to provide to US LEC, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth.

IX. Access to 911/E911 Emergency Network

- A. For basic 911 service, BellSouth will provide to US LEC a list consisting of each municipality in each state that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. US LEC will arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. US LEC will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, US LEC shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection (B), below.
- B. For E911 service, US LEC shall install a minimum of two dedicated trunks originating from US LEC's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at minimum, D80 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per

the u-255 Law convention. US LEC will provide BellSouth daily updates to the E911 database.

- C. If a municipality has converted to E911 service, US LEC will forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, US LEC will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.
- D. BellSouth and US LEC agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it is amended from time to time during the term of this Agreement by BellSouth, shall determine the appropriate procedures and practices of the parties as to the provision of 911/E911 Access.
- E. The applicable rate elements are as set forth in Attachment C-3, incorporated herein by this reference.

X. Provision of Operator Services

- A. The parties agree to mutually provide busy line verification and emergency interrupt services pursuant to each party's published tariffs as the tariffs are amended from time to time during the term of this Agreement.
- B. BellSouth will offer to US LEC Operator Call Processing Access Service; and Directory Assistance Access Services (Number Services). Rates, terms and conditions are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.
- C. BellSouth will offer to US LEC CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-11, incorporated herein by this reference.

XI. Directory Listings

A. Subject to execution of an agreement between US LEC and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation, ("BAPCO"), substantially in the form set forth in Attachment C-1, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) US LEC's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to US LEC's subscribers.

- B. BellSouth will include US LEC's subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge US LEC to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.
- C. BellSouth will provide US LEC a magnetic tape or computer disk containing the proper format for submitting subscriber listings. US LEC will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.
- D. BellSouth will accord (and shall cause BAPCO to accord) US LEC's directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to US LEC's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.
- E. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

XII. Access to Telephone Numbers

- A. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that US LEC has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the BellCore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. US LEC agrees that it will complete the NXX code application in accordance with Industry Carriers Competibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.
- B. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

XIII. Access to Signaling and Signaling Databases

A. Each party will offer to the other party use of its signaling network and signaling databases on an unbundled basis at published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

- B. BellSouth agrees to input the NXXs assigned to US LEC into the Local Exchange Routing Guide ("LERG").
- C. BellSouth will enter US LEC line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in Attachment C-5, incorporated herein by this reference. Entry of line information into LIDB will enable US LEC's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.
- D. If US LEC utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

XIV. BellSouth's Offer of Services Available for Resale

- A. The rates pursuant by which US LEC is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Attachment D, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.
- B. US LEC may resell the tariffed telecommunications services of BellSouth, including any broadband exchange line or SynchroNet® service, subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifetine and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; legislatively or administratively mandated specialized discounts (e.g., education institutions discount); and discounted services to meet competitive situations. BellSouth agrees that US LEC may resell the broadband exchange line or Synchronet service as provided by BellSouth in any technically feasible manner alone or in conjunction with its own service offering.
- C. The provision of services by BellSouth to US LEC does not constitute a joint undertaking for the furnishing of any service.
- D. US LEC will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from US LEC for all services.
- E. US LEC will be BellSouth's single point of contact for all services purchased pursuant to this Agreement including all ordering activities and repair calls. For all repair requests, US LEC accepts responsibility for adhering to BellSouth's

prescreening guidelines prior to referring the trouble to BellSouth. BellSouth may bill US LEC for handling troubles that are found not to be in the BellSouth network. The parties agree that BellSouth may contact US LEC's customers, if in its sole discretion it reasonably deems it necessary for maintenance purposes. BellSouth shall have no other contact with the end user except to the extent provided for herein.

- F. Either party may bill the end user for any services that the end user specifies it wishes to receive directly from either party. Both parties maintain the right to serve directly any end user within the service area of US LEC and agree not to interfere with the right of any end user to obtain service directly from the other party. Both parties will directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of the other party.
- G. In most circumstances, the current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the end user's account for which payment arrangements have not been made. Neither party will, however, make the end user's previous telephone number available to the other party until the end user's outstanding balance has been paid.
- H. BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to US LEC for a charge not less than BellSouth's cost.
- The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
 - Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
 - Cause damage to their plant;
 - 3. Impair the privacy of any communications; or
 - Create hazards to any employees or the public.

US LEC assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by US LEC.

J. US LEC agrees that its resale of BellSouth services shall be as follows:

- The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
- 2. To the extent US LEC is a telecommunications carrier that serves greater than 5 percent of the nation's presubscribed access lines, US LEC shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by US LEC are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.
- 3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in BellSouth's A23 or A27 Shared Tenant Service Tariff, as appropriate.
- US LEC is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2.3.2.A. of BellSouth's tariff.
- 5. Resold services can only be used in the same manner as specified in BellSouth's tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g., a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of BellSouth's Tariff referring to Shared Tenant Service.
- K. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

- name or trademerk. L. No patent, copyright, trademark or other proprietary right is licensed, granted or other wise transferred by this Agreement. US LEC is strictly prohibited from my use, including but not limited to sale, marketing or advertising, of any BellSouth
- except with the written consent of BellSouth BellSouth, other than by connection or disconnection to any interface means used not rearrange, move, disconnect, remove or attempt to repair any facilities owned by M. Services resold under BellSouth's tariffs provided by BellSouth shall be maintained by BellSouth. US LEC or its end users may and facilities and equipment
- referred to the appropriate entity or operational group within BellSouth. result of the execution of this Agreement. All requests for billing services should be BellSouth will not perform billing and collection services for US LEC as a
- O. Until such time as BellSouth receives permission from the FCC to bill the End User Common Line (EUCL) charge to US LEC, BellSouth will, on an interim basis. BellSouth to its end users. bill US LEC the charges shown below which are identical to the EUCL rates billed by

'n	,	•
Multi-line Business (c) Each Individual Line or Trunk	Single Line Business (b) Each Individual Line or Trunk	Residential (a) Each Individual Line or Trunk
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- for resale to an end user are as follows: The procedures for discontinuing and user service purchased by US LEC
- Where possible, BellSouth will dany service to US LEC's and user on behalf of, and at the request of, US LEC. Upon restoration of the and user's service, restoral charges will apply and will be the responsibility of US LEC.
- 'n At the request of US LEC, BellSouth will disconnect a US LEC and user
- ω nonpayment must be in writing. All requests by US LEC for denial or disconnection of an end user for

- proposed disconnection of the service. US LEC will be made solely responsible for notifying the end user of the
- BellSouth will continue to process calls made to the Annoyance Call Center and will advise US LEC when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by US LEC and/or the end user against any claim, loss or damage arising from providing this information to US LEC. It is the responsibility of US LEC to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.
- P The procedures for discontinuing service to US LEC are as follows:
- BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by US LEC of the rules and regulations of Bell South's tariffs.
- 'n original bill day. BellSouth may provide written notice to US LEC, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse LEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further If payment of account is not received by the bill day in the month after the additional applications for service on the date specified in the notice, and US
- μ If payment of the account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
- If US LEC fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, BellSouth may, on thirty days written notice to the person designated by US LEC to receive notices of noncompliance, discontinue the provision of existing services to US LEC at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice, and US LEC's noncompliance continues nothing contained herein shall preclude

without further notice. BellSouth's right to discontinue the provision of the services to US LEC

- ch connection fee and subject to BellSouth's normal application procedures request of the end user or US LEC upon payment of the appropriate end users will be denied. BellSouth will also reestablish service at the Upon discontinuance of service on a US LEC's account, service to US LEC's If payment is not received or arrangements made for payment by the date given in the written notification. US LEC's services will be discontinued
- 0 has been made in reference to restoring service, the end user's service will If within fifteen days after an end user's service has been denied no contact be disconnected.
- from the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that US LEC defaults on its account, service to US LEC will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to US LEC during the continuance of the deposit. Interest on by the accrual date. be held during the continuance of the service and may not exceed two month's BellSouth as a guarantee of the payment of rates and charges. Any such deposit may credit cannot be provided, when purchasing services for resale purposes to be held by estimated billing. The fact that a deposit has been made in no way relieves US LEC deposit shall accrue annually and, if requested, shall be annually credited to US LEC BellSouth may require US LEC to make a deposit, if evidence of good
- originally due and owing. payment charges may be assessed from and after the date that such amounts were due if such unpaid amounts have not been paid by US LEC on the basis of a bona fide dispute; however, in the event that the dispute is resolved in favor of BellSouth, late assess late payment charges or terminate services which it makes available to US LEC for resale based upon the failure of US LEC to pay amounts owing hereunder when Notwithstanding any other provision of this Article XIV, BellSouth may not

? Ordering of Services From BellSouth For Resale Purposes

A. The ordering and provision of services purchased from BellSouth for resale purposes by US LEC shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Reseller) as those guidelines are amended by BellSouth from time to time during the term of this Agreement

- accounts receivable master account for US LEC When the initial service is ordered by US LEC, BellSouth will establish an
- ņ BellSouth shall bill US LEC on a current basis all applicable charges and
- receivable master account and not to an end user's account. involved in billing disputes that may arise between US LEC and its customer. Payments made to BellSouth as payment on account will be credited to an accounts make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by US LEC from US LEC's customer. BellSouth will not become Payment of all charges will be the responsibility of US LEC US LEC shall that may arise between US LEC and its customer
- US LEC's accounts. BellSouth will render bills each month on established bill days for each of
- usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual end user account level. provided during the ensuing billing period except charges associated with service BellSouth will bill US LEC in advance charges for all services to be
- G. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available U.S. funds. Payment is considered to have been made when received by BellSouth 5

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday. Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I following.

solely responsible for the computation, tracking, reporting and payment of all federal state and/or local jurisdiction taxes associated with the services resold to the end user. M. Upon proof of tax exempt certification from US LEC, the total amount billed to US LEC will not include any taxes due from the end user. US LEC will be

- BellSouth. of a similar nature. and 911) and Telecommunications Relay Service (TRS) as well as any other charges all charges applicable to its resold services for emergency services (E911 As the customer of record, US LEC will be responsible for, and remit to
- payment not received by the payment due date times a late factor. The late factor shall be the lessor of: penalty shall be due to BellSouth. The late payment penalty shall be the portion of the BellSouth in funds that are not immediately available to BellSouth, then a late payment as set forth preceding, or if any portion of the payment is received by If any portion of the payment is received by BellSouth after the payment
- 1 The highest interest rate (in decimal value) which may be levied by law for payment to BellSouth, or payment due date to and including the date that US LEC actually makes the commercial transaction, compounded daily for the number of days from the
- 0.000590 per day, compounded daily for the number of days from the payment to BellSouth. payment due date to and including the date that US LEC actually makes the
- carrier access to the resold local exchange lines will be billed by, and due to. BellSouth Any Carrier Common Line charges (CCL) associated with interexchange
- substantiate the claim. timely a manner as possible. US LEC may be required to submit documentation to the resolution of the dispute and will work with US LEC to resolve the matter in as designated Service Center for resolution. BellSouth will make every effort to assis LEC and US LEC's end user customers over resold services. If a dispute does erise that cannot be settled without the involvement of BellSouth, US LEC shall contact the In general, BellSouth will not become involved in disputes between US
- M. US LEC is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by BellSouth within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon US LEC
- for resale based upon the failure of US LEC to pay amounts owing hereunder when due if such unpaid amounts have not been paid by US LEC on the basis of a bone fide dispute; however, in the event that the dispute is resolved in favor of BellSouth, late assess late payment charges or terminate services which it makes available to US LEC Notwithstanding any other provision of this Article XV. BellSouth may not

payment charges may be assessed from and after the date that such amounts were originally due and owing.

XVI. Network Design and Management

- A. The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.
- C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.
- D. Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased.
- E. The parties agree to provide LEC-to-LEC Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.
- F. For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as state by engineering requirements for both parties.
- G. The parties agree to provide each other with the proper call information, i.e., originated call party number and destination call party number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth or US LEC provides recording capabilities. The exchange of information is required to enable each party to bill properly.

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XVII. Disconnection of Existing End User Service

- A. BellSouth will accept requests from US LEC to disconnect the service of an existing BellSouth end user. BellSouth will accept a request directly from an end user for conversion of the end user's service from US LEC to BellSouth or will accept a request from another ALEC or US LEC for conversion of the Service Provider Number Portability service associated with an end user's service from US LEC to the second ALEC. BellSouth will notify US LEC that such a request has been processed. BellSouth will not require end user confirmation prior to disconnecting the end user's service. US LEC must, however, provide proof of authorization upon request.
- B. If either party determines that an unauthorized change in local service provider has occurred, it will reestablish service with the appropriate local service provider as requested by the end user and will assess the other party an unauthorized change charge of \$19.41 per line or trunk for residence or business. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed because of the unauthorized change. These charges may be adjusted if satisfactory proof of authorization is provided.
- C. Either party may designate itself as the preferred provider of local exchange service for its own pay telephones.

XVIII. Implementation of Agreement

The parties agree that within 90 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, conversion, reconfiguration, ordering, testing, and full operational time frames. Both parties agree to provide the appropriate staff support to ensure effective implementation, administration of this Agreement and conversion of existing services to the appropriate rates contained in this Agreement. Any changes in billing to US LEC shall be as of the effective date of this Agreement. The implementation schedule shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference.

XIX. Auditing Procedures

A. Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by

the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

- B. For combined interstate and intrastate US LEC traffic terminated by BellSouth over the same facilities, US LEC shall provide a projected Percentage Interstate Usage ("PIU") as defined herein to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply to US LEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.
- C. BellSouth reserves the right to periodically audit services purchased by US LEC for the purposes of resale to confirm that such services are being utilized in conformity with this Agreement. US LEC agrees to make any and all records reasonably related to such conversion available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Agreement, US LEC shall be notified and billing for the service will be immediately changed to conform with this Agreement. Service charges, back billing and interest may be applied.
- D. All audits shall be performed in a manner so as not to unreasonably interfere with the business of the party being audited.

XX. Liability and Indomnification

- A. With respect to any claim or suit by US LEC, an US LEC customer or by any other person or entity, other than for willful misconduct or gross negligence, for damages associated with any of the services provided by BellSouth pursuant to this Agreement or otherwise, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and except as provided in C. through G. following, BellSouth's liability shall not exceed an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected.
- B. With respect to any claim or suit by BellSouth, a BellSouth customer or by any other person or entity, other than for willful misconduct or gross negligence, for damages associated with any of the services provided by US LEC pursuant to this Agreement or otherwise, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to

the provisions of B. through G. following, US LEC's liability shall not exceed an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected.

- C. Neither party shall be liable to the other party for any act or omission of any other telecommunications company not a party to this Agreement providing a portion of a service.
- D. Neither party is liable for damages to the other party's terminal location, POI or customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by the party's gross negligence or willful misconduct.
- E. Each party shall be indemnified, defended and held harmless by the other against any claim, loss or damage arising from a party's use of services provided by the other party under this Agreement, involving: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from a party's own communications, 2) Claims for patent infringement arising from acts combining or using the service furnished by the other party in connection with facilities or equipment furnished by the other party or the other party's customer; 3) any claim, loss, or damage claimed by a customer, arising from the party's use of services provided by the other party under this Agreement; or 4) all other claims arising out of use of services provided pursuant to this Agreement.
- F. Neither party assumes liability for the accuracy of the data provided to it by the other party and each party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, injury whatsoever, that may result from the accuracy of data provided in conjunction with the provision of any service provided pursuant to this Agreement.
- G. Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Each party shall be indemnified, defended and held harmless by the other from any and all claims by any person relating to the other party or the other party's customer's use of services so provided.
- H. No license under patents (other than the limited license to use) is granted or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Each party will defend the other against claims of patent infringement arising solely from the use by the other party of services offered pursuant to this Agreement and will indemnify the other party for any damages awarded based solely on such claims.
- I. Both parties' failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil

commotion, criminal actions taken against either party, acts of God and other circumstances beyond the party's reasonable control.

J. This obligations of the parties contained within this section shall survive the expiration of this Agreement.

XXI. More Favorable Provisions

- A. The parties agree that if ---
- the Federal Communications Commission ("FCC") or the Commission finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations, or
- 2. the FCC or the Commission preempts the effect of this Agreement, then, in either case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or Commission action giving rise to such negotiations. The parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation or preemption.
- In the event that BellSouth, either before or after the effective date of this Agreement, enters into an agreement with any other telecommunications carrier (an "Other Interconnection Agreement") which provides for the provision within a particular state covered under this Agreement of any of the arrangements covered by this Agreement to be provided in a particular state upon rates, terms or conditions that differ in any material respect from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), then except as provided in Section XXI.F. BellSouth shall be deemed thereby to have offered such arrangements to US LEC for that state upon such Other Terms, which US LEC may accept as provided in Section XXI.E. In the event that US LEC accepts such offer within sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or within thirty (30) days after US LEC acquires actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms for such arrangement for the particular state shall be effective between BellSouth and US LEC as of the effective date of such Other Interconnection Agreement. In the event that US LEC accepts such offer more than sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or more than thirty (30) days after acquiring actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may

on which US LEC accepts such offer be, such Other Terms shall be effective between BellSouth and US LEC as of the date

- subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and US LEC as of the date on which US LEC accepts such offer (60) days after the date on which such interconnection Order becomes final and not effective between BellSouth and US LEC as of the effective date of such review, such Other Terms for such arrangement for the particular state shall be that US LEC accepts such offer within sixty (60) days after the date on which such Interconnection Order. In the event that US LEC accepts such offer more than sixty Interconnection Order becomes final and not subject to further administrative or judicial Other Terms, which US LEC may accept as provided in Section XXI E. In the event be deemed to have offered such arrangements in that state to US LEC upon such administrative or judicial review, except as provided in Section XXI.F. BellSouth shall upon such Interconnection Order becoming final and not subject to further covered by this Agreement to be provided in a particular state upon Other Terms, then within a particular state covered under this Agreement any of the arrangements Commission enters an order (an "Interconnection Order") requiring BellSouth to provide In the event that after the effective date of this Agreement the FCC or the
- Interconnection Tariff. In the event that US LEC accepts such offer more than sixty (60) days after the date on which such interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and US LEC as of the date on which US LEC accepts such offer. shall be effective between BellSouth and US LEC as of the effective date of such such offer within sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms for such arrangements for the particular state have offered such arrangements in that state to US LEC upon such Other Terms, which particular state upon Other Terms, then upon such interconnection Tariff becoming effective, except as provided in Section XXI.F. BellSouth shall be deemed thereby to this Agreement any of the arrangements covered by this Agreement to be provided in a and subsequently receives approval for one or more intrastate or interstate tariffs (each, an "Interconnection Tariff") offering to provide in a particular state covered under US LEC may accept as provided in Section XXI.E. In the event that US LEC accepts In the event that after the effective date of this Agreement BellSouth files
- arrangements covered by this Agreement upon Other Terms, US LEC in its sole discretion may accept such offer either In the event that BellSouth is deemed to have offered US LEC the
- by accepting such Other Terms in their entirety; or
- arrangements as a whole: by accepting the Other Terms that directly relate to any of the following

- a. local interconnection.
- interLATA and IntraLATA toll traffic interconnection.
- c. unbundled access to network elements, which include: local loops, network interface devices, switching capability, interoffice transmission facilities, signaling networks and call-related databases, operations support systems functions, operator services and directory assistance, and any elements that result from subsequent bone fide requests,
 - d. access to poles, ducts, conduits and rights-of-way,
 - e. access to 911/E911 emergency network,
 - f. collocation, or
 - g. access to telephone numbers.

The terms of this Agreement, other than those affected by the Other Terms accepted by US LEC, shall remain in full force and effect.

- F. Corrective Payment. In the event that -
- BellSouth and US LEC revise this Agreement pursuant to Section XXI A.
 or
- 2. US LEC accepts a deemed offer of Other Terms pursuant to Section XXI.E, then BellSouth or US LEC, as applicable, shall make a corrective payment to the other party to correct for the difference between the rates set forth herein and the rates in such revised agreement or Other Terms for substantially similar services for the period from the effective date of such revised agreement or Other Terms until the date that the parties execute such revised agreement or US LEC accepts such Other Terms, plus simple interest at a rate equal to the thirty (30) day commercial paper rate for high-grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in The Wall Street Journal.

XXII. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and

that the Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

8. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement without restriction on disclosure, 2) lawfully obtained from any source other than the owner of the Information without restriction on disclosure, or 3) previously known to the receiving party without an obligation to keep it confidential, 4) is required to be disclosed by judicial or administrative action provided that the party intending to disclose the information pursuant to this Agreement shall have first advised the other party of the proposed disclosure and shall have taken reasonable steps to ensure the confidentiality of the Information.

XXIII. Resolution of Disputes

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the individuals in each company that negotiated the Agreement. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

XXIV. Limitation of Use

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

XXV. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXVI. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

XXVII. Arm's Length Negotiations

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

XXVIII. Notices

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

BellSouth Telecommunications, Inc. Rich Dender, Acct. Manager South E4E1 3535 Colonnade Parkway Birmingham, AL 35243 US LEC of North Carolina L.L.C. Executive Vice President-Regulatory and Administration Suite 1540 212 S. Tryon St. Charlotte, NC 28281

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

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

XXIX. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior (but not contemporaneous) agreements between the parties, relating to the subject matter contained herein and merges all prior and contemporaneous discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommu	inications, Inc
Signature / //	
Title	
:- /-z-/74	

Signature

EVP of Regulatory and Administration

Title

November 8, 1996

ARBERTANISM B-1

Local Interconnection Service

Service: Local Interconnection*

Description: Provided for the use of Bettlevich Sustaining and Improport Sections and common subscriber plant for connecting cases because an ALEC's Point of Interface (PDI) and a Bettlevich and user.

It can also be used to connect cate between an ALSC and an intereschange Corner (IC), and Independent Exchange Telephone Company (ICO), or a Mabile Service Service Provider (MSP), or between two ALSCs.

It is furnished on a per-trusk bests. Trusks are differentiated by traffic type and directionality. These are two major leafle, types (1) Local and (2) Interferentiary. Local represents traffic from the ALSC's POI to a Buildwich tenders or and office and intermediary represents traffic originated or terminated by an ALSC which to interconnected with an IC, ICO, ISSP or another ALSC.

Rates and charges will be applied as indicated below.

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"The Tancom intermediaty Charge applies only to intermediaty Traffic.
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-OS1 Desected Transport: provides transport and leadly immunion. The leadly termediate family formation opinion for communion of reference transport to the one of the transport family immunion. The leadly termediate opinion for committee Chargest termediate. Can be used from the ALSC's correspond to the contract to the tender.
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-Access Transport: Companies function of extending coefficients or to the Access Transport formation. The Access Transport forms of a settlends of the access tenders.

Allestratest 8-1

Service: Local Interconnection? (Cont'd)

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[&]quot;Rates and deployed at the DS 1-1 See Mays, level. For retail and energias applicable to other ampropriate funds, robor to Seation ES of Balliouth Telecommunication is, the 's interested Access Tariff.

[&]quot;The Tandom Intermediate Charge easiers eats to intermediate Traffic.

⁻OST Local Channel: denotes a SST destinate transport facility between the ALEC's sorting intro-colors and the ALEC's PGI, also called an Entrance Facility. The express until apply other processes with participal sortinate interests and facility to ALEC's shows a Buildown facilities. This opposite is not required when an ALEC is controlled. On the called the ca

Common Transport: Companied of Common Transport by Statement by Bardouth and payment the Imponential of cath by Imponent by Bardouth.

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Local Interconnection Service

Service: Toll Switched Access

Description: Provides the Switched Local Channel, Switched Transport, Access
Tandem Switching, local end office switching and end user termination
functions necessary to complete the transmission of ALEC intrastate
and interstate calls from outside the BellSouth's basic local calling area.

Provided in the terminating direction only. Provides trunk side access to a BellSouth tendemiend office for the ALEC's use in terminating long distance communications from the ALEC to BellSouth end users.

Provided at BeltSouth tandemlend office as trunk side terminating switching through the use of tandemlend office trunk equipment. The switch trunk equipment may be provided with wink start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is provided.

Provided with multifrequency address or out of bend signaling. Ten digits of the called party number, as appropriate, will be provided by the ALEC's equipment to a BellSouth tandemland office.

State(s): All

Rates, Terms and Conditions:

In all states, rates, terms and conditions will be applied as set forth in Sections E3 and E6 of BellSouth Telecommunication's, inc.'s intrastate Access Service Tariffs and in Sections 3 and 6 of the BellSouth Telecommunication's, inc. interstate Access Tariff, F.C.C. No. 1.

Local Interconnection Service

Service: Service Provider Number Portability-Remote

Description: Service Provider Number Portability (SPNP) is an interim service arrangement

provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC, is permitted to retain use of the existing BellSouth assigned telephone number provided that the

end user remains at the same location.

SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, assigned by BellSouth, is automatically forwarded to an ALEC assigned seven or ten digit telephone number within BellSouth's basic local calling area as defined in Section A3 of BellSouth's General Subscriber Service Tenff. The forwarded-to number is specified by the ALEC.

SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the ALEC specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis, and are in addition to the rate for SPNP-Remote service.

State(e):	Per Number Ponts.	Additional Capacity for Simultaneous Call Forwarding, ser Additional Path	Per Order, per and user location
	No. Albert 1	Monthly Rate	Nenrecurring Charge
Alabama	\$1.50	\$0.75	\$25 00
Florida	\$1 50 Business \$1 25 Residence	\$0 50 Business \$0 50 Residence	\$25 00 Business \$25 00 Residence
Georgia	\$1.76	\$0.75	\$25 00
Kentucky	\$1.50	\$0.75	\$25 00
Louisiana	\$1.50	\$0.75	\$25 00
Mississippi	\$1.75	\$0.75	\$25 00
N.Caroline	81.50	\$0.75	\$25 00
S.Carolina	\$1.00	\$0.75	\$25.00
Tennesses	\$1.75	\$0.75	\$25 00

Local Interconnection Service

Service: Service Provider Number Portability-Direct Inward Dialog (DID)*

Description: Service Provider Number Portability (SPNP) is an interim service errangement provided by **BellSouth** to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC is permitted to retain use of the existing BellSouth assigned totaghene number provided that the end user remains at the same location.

> SPNP-DID provides trunk side access to BellSouth and office switched for direct inward dialing to ALEC premises from the telecommunications network directly to lines associated with ALEC switching equipment.

SPIEP-DID will be available on either a DSO, DS1 or DS3 basis.

SPNP-DID Trunk Termination will only be provided with \$87 Signaling at rates set forth in E6 of BeltSouth Telecommunication's, Inc.'s Intrestate Access Tariffs.

Direct facilities are required from the BellSouth and office where a ported number resides to the ALEC and office serving the ALEC and user.

State(s):	Alabama				Florida			
MATE CLEMENTS	Resurring.	Applied	Resurrence	Applied	Reporting	Applied	Non-	Aspess
Per Number Period - Business Per Number Period - Receiptes	March 1997 (1997)	4	\$1.00		80 01		\$1 00	A. W. S.
Pu 0:00		:	125 00	-	:		\$25 00	and user
SPIEP-DID Trunk Terminakan	51300	tr _e nt	100 Sept. 200 Se	Total Control	\$15.00	~	A SHARE OF THE PARTY OF THE PAR	11/10-m2 11/10-11/0
DS1 Local Channel	\$133.01	ıc		LC - First	\$133.81	بد_ _		LC - Feet
DS1 Descript Transport**	\$23 90 980 00	-	\$100.40	-		-		fgs tgrm

State(s):	Georgia	E P			Kentucky				
AATE ELEMENTS	Teasting .	Addies	Requiring	August	Report Co.	400	Recycline	Appropri	
Par Number Ported - Business Par Number Ported - Residence	10.01	-	\$1 00		80.01	Books and the same	\$1 00	comp.	
Per Order	:	:	625 00	end user leadings	:	:	\$25.00	and user	
SPIN-DID Truck Termination	\$14.00	-		-	\$13.00	trate		*****	
D&1 Leas Channel	9139.01	ue_		LC - FIRE	8132.61	uc_	March 2015 (1)	LC - Fee	
OS1 Deceased Transport**	\$22 SQ	-	\$100 40	the term	\$33 to	-	\$100.4	-	

Raise are deployed at the CS1-1 S44 Mags, lovel. For rette and charges applicable to other arrangement lovels, refer to Section E8 of BorSouth's intraction Access Tanille.
 "May not be required if the ALEC is collected at the ported number and office.

Local Interconnection Service

Service: Service Provider Number Portability-Direct Inward Dialed (DID)* (Cont'd)

State(s):	Louisiana			Mississippl							
PATE ELEMENTS	- Country	Applied	Non-	Appear	Recurring	Applied	Non- Recurring	Applied			
Per Number Ported - Business Per Number Ported - Residence	90 01	Production Co.	\$1 00	each each	\$0 01 \$0 01	640A		444			
	:	:	125 00		:	:	\$25 00	ond user location			
SPNP-DID Trunk Termination	\$13 00	trunk	100000000000000000000000000000000000000	Invited	\$13.00	-	AND DESCRIPTION OF THE PARTY OF	trunk-nd trunk-nu			
DS1 Local Channel**	\$133.01	rc -	A STATE OF THE STA	LC - First	\$133.01	rc	U1055550	LC - Firet			
DS1 Dedicated Transport**	\$16.75 \$59.75	per mée fec term	\$100 49		\$23 50 \$60 00	per mile fec term	\$100 40	fac term			

State(s):	N.Careline	PANELS.			S.Carolina			
MATE CLEMENTS	Parameter .	Applied	Non-	Applied	Recurrent	4	Nan-	Applied
Per Number Ported - Business Per Number Ported - Residence	20 01	***	\$1 00		100000		\$1 00	
O	:	:	\$25 00 -		:	:	\$25.00	
SPNP-DID Trunk Terminakan	\$13.00	trust	100000000000000000000000000000000000000	Trust-mil	\$13.00	-	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	-
DS1 Lecal Channer*	\$133.01	rc		LC - FINE	\$133.01	re		LC - Firet
DS1 Dedicated Transport**	\$23.90 \$60.00	per melo las, lama	\$100 40	too term	\$23.90 \$80.00	-	\$100 40	fac larm

State(s):	Tennesses		MARKET .	
RATE CLEMENTS	- Monthly Parameter	4	No.	-
Per Number Ported - Business Per Number Ported - Recidence	90.01	NAME OF TAXABLE PARTY.	\$1 00	
Per Order	2	•	\$25.00 -	
SPNP-DID Trunk Terminaken	\$13.00	**	and the second second	Institute.
DS1 Local Channel	9139.01	LE	9888.97	LC - Fire
DS1 Dedicated Transport**	133.00 133.00 133.00	22	\$100.49	

[&]quot;Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section ES of BellSouth Telecommunication's Inc.'s Intrastate Access Tariff.

[&]quot;May not be required if the ALEC is collocated at the ported number end office.

Unbundled Products and Services and New Services

Service: Subscriber Listing Information

Description: Subscriber primary listing information provided at no charge and

in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for

BellSouth at no charge to each ALEC end user customer.

State(s): All

Rates: (1) No charge for ALEC-1 customer primary listings.

(2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrestate

General Subscriber Services Tariffe.

9/3/96

AGREEMENT

la cor	sideration of th	e mutual pror	mises contair	red herein, BellSon	ath Advertision
	Corporation, a				
8				ne as follows:	

1. RECITALS. BAPCO is the publisher of alphabetical and classified directories for certain communities in the southeastern region of the U.S (the "Directories"). CARRIER provides, or intends to provide, local exchange telephone service in communities in which BAPCO publishes Directories. BAPCO and CARRIER hereby establish the terms by which BAPCO will include listings of CARRIER subscribers in such Directories and by which BAPCO will provide such Directories to CARRIER subscribers.

2. CARRIER OBLIGATIONS. CARRIER agrees as follows:

- (a) CARRIER shall provide to BAPCO, or its designee, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO as set forth on Exhibit A for use by BAPCO and its affiliants and agents in publishing Directories of whatever type and format and for other derivative purposes. Such subscriber listing information shall be provided in the format and on the schedule set forth in said Exhibit, or as otherwise mutually agreed between the parties from time to time.
- (b) CARRIER shall also provide directory delivery information to BAPCO as set forth in Exhibit A for all subscribers.
- (c) CARRIER shall advise BAPCO promptly of any directory-related inquiries, requests or complaints which it may receive from CARRIER subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.
- (d) CARRIER shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by subscribers.

3. BAPCO ONLIGATIONS. BAPCO agrees as follows:

(a) BAPCO shall include one standard listing for each CARRIER subscriber per busting group in BAPCO's appropriate local alphabetical Diseasory as published periodically by BAPCO unless acadisted or neapublished states is designated by subscribers. Such listings shall be interfiled with the listings of other local exchange triephous company subscribers and otherwise published in the master of such other listings according to BAPCO's generally applicable publishing policies and standards.

- (b) BAPCO shall publish additional listings, foreign listings and other alphabetical Directory listings of CARRIER subscribers upon their request consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories at BAPCO's prevailing rates, terms and conditions.
- (e) BAPCO will distribute its regularly published alphabetical and classified Directories to local CARRIER subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new CARRIER service, if a current Directory for that geographic area has not previously been provided. Such deliveries may include separate advertising materials accompanying the Directories.
- (d) BAPCO will include CARRIER information in the customer guide pages of its alphabetical Directories for communities where CARRIER provides local exchange telephone service at the time of publication in accordance with BAPCO's prevailing standards for the same. CARRIER will provide information requested by BAPCO for such purpose on a timely basis.
- (e) BAPCO shall make available at no charge to CARRIER or its subscribers one listing for CARRIER business customers per husting group in one appropriate heading in BAPCO's appropriate local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards.
- (f) BAPCO agrees to solicit, accept and publish directory advertising from business subscribers for CARRIER in communities for which BAPCO publishes classified Directories in the same manner and upon substantially the same terms as it solicits, accepts and publishes advertising from advertisers who are not CARRIER subscribers.
- 4. PUBLISHING POLICIES. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories.

5. LIABILITY AND INDEMONITY.

- (a) BAPCO's liability to CARRIER for any errors or omissions in directories or for any default otherwise arising berounder shall be limited to One Dollar (\$1) for errors or omissions in any subscriber listing in any directory published by BAPCO.
- (b) Each party agrees to defend, indemnify and hold harmless the other from all demages, claims, suits, losses or expenses, including without limitation costs and attenuous floss, to the extent of such party's relative fluit, arising out of or resulting from any owner, omission or act of such party horsender. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than the cost of service for any errors or omissions in any listings published hereunder for

CARRIER subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

- LIMITATION OF LIABILITY. BAPCO's liability to CARRIER for any errors
 or omission directories or for any default otherwise arising heseunder shall be limited to
 One Dollar (\$1) for any error or omission in any subscriber listing in any directory
 published by BAPCO.
- 7. TERM. This Agreement shall be effective on the date of the last signature hereto for a term of two (2) years and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty days prior written notice.
- 8. ASSIGNMENT. This Agreement shall be binding upon any successors or assigns of the parties during its Term.
- RELATIONSHIP OF THE PARTIES. This Agreement does not create any joint venture, partnership or employment relationship between the parties or their employees, and the relationship between the parties shall be that of an independent contractor. These shall be no intended third party beneficiaries to this Agreement.

10. NONDISCLOSURE

- (a) During the term of this Agreement it may be accessary for the parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed easily shall be designated as proprietary or confidential at the time or such oral conveyance and shall be reduced to writing within firety-five (45) days.
- (b) The parties will not have an obligation to protect any parties of information which: (1) is made publicly available lawfully by a magnety to this Agreement; (2) is lawfully obtained from any source other than the providing party; (3) is proviously known without an obligation to keep it confidential; (4) is released by the providing party in writing; or (5) commencing two (2) years after the termination date of this Agreement if such information is not a trade secret under applicable law.
- (c) Each party will make copies of the information only as assessmy for its use under the terms baseof, and each such copy will be marked with the same proprietary

notices as appear on the originals. Each party agrees to use the Information solely in support of this Agreement and for no other purpose.

- 11. <u>FORCE MAJEURE</u>. Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike, riot, embargo, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to ameliorate the effects thereof.
- 12. PLIBLICITY. Neither party shall disclose the terms of this Agreement nor use the trade names or trademarks of the other without the prior express written consent of the other.

13. REPRESENTATIVES AND NOTICES.

- (a) Each party shall name one or more representatives for contacts between the parties which shall be authorized to act on its behalf. Such representatives may be changed from time to time upon written notice to the other party.
- (b) Notices required by law or under this Agreement shall be given in writing by hand delivery, certified or registered mail, or by facsimile followed by certified or registered mail, addressed to the named representatives of the parties with copies to:

Life BAPCO:

Director-LEC/BST Interface
BellSouth Advertising & Publishing Corporation
Rosen 270
59 Executive Park South
Atlanta, GA 30329

With Copy to:

Vice President and General Council
BellSouth Advertising & Publishing Corporation
Roses 430

Room 430
59 Executive Park South
Atlanta, GA 30329

lf to C	ARRIER:			
				_
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14. MISCELLANEOUS. This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and /or understandings by and between the parties, whether express or implied, are superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Georgie.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

BELLSOUTH ADVERTISING & PUBLISHING CORPORATION	CARRIER:
By;	Ву:
Name:	Name:
Title:	Tide:
Des	The party of the second state of the second

ACCOUNT INFORMATION SECTION (Items in this section are mandatory)

- 1. Main Telephone Number: Main line of telephone service that all other numbers are associated to. (Area Code/NXX/Line Numbers)
- 2. Published Telephone Number: Telephone number to appear in the directory.
- 3. Old Telephone Number: If the number is changing, enter the OLD Telephone Number.
- 4. Type of Directory Service: Bus (Business) or Res (Residence)
- 5. Order Type: N New connect order; D Disconnect service order; C Change of listings; R Directory delivery only.
- 6. Due Date: Date that service is requested.
- 7. Carrier Name: The same of the local exchange carrier and operating company code.
- 8. Carrier Number: Operating Company Number

PRIMARY LISTING INFORMATION SECTION (Items in this section are mandatory)

- 9. Listed Name: The way the listing is to appear in the directory. (maximum 1,000 characters including spaces) Caption arrangements should be formatted per guidelines. Non-Pub or Non-List situations should be indicated.
- Listed Address: Current address may include street number street name, city, state, and zip code. (Note: P.O. Box or Route not acceptable). Omitted address shown as (OAD). (maximum 250 characters)
 Service Address: Physical location of the telephone.
 Community Name: The name of the community where the listing appears. (i.e.: the Atlanta Directory may have
- a Community name of Buckboad).
- 13. Zin code: 5 or 9 character code.

 14. Yellow Page Heading: The Yellow Page heading where customer wants his listing to appear. (Valid for Business
- Primary Listings only).

 15. Discessory Manue: Name of the directory where Customer desires listing to appear (including town section if applicable). If consistent with existing control office and directory configuration, listing will be included. If different, a Foreign Listing will be charged. Directory appearance entitled from in based on the central office profix. Entitioment for appearance in other directories will be at the rate of a Foreign Listing (FL).

BILLING INFORMATION SECTION (Items in this section are requested but optional)

- 16. Billieg: Name to appear on bill.
- 17. Billing Address: Street number, street name, city, state, zip.

 18. Contact Talashare Manufac. Telephone number to contact regarding billing.

 19. Responsible Parass: Owner's name or partners' names or 2 corporate officers.
- 20. Trans of Ormarabie: Sale owner; Partnership or Corporation
- 21. Tax ID Munhae or Social Security Number: If sole owner, must have social security number.

DIRECTORY DELIVERY DIFORMATION SECTION (Items in this section are mandatory)

- 22. Name: Personal or business name.
 23. Dalinary Addance: Street number, street name, city, state, sip code of where directories are to be delivered.
 24. <u>Directory (Book ID): Bolt code of the directory.</u>
 25. <u>Number of books name</u>: for immediate delivery/replacement.

- 26. Number of books enough: 0 3 residence, 0 5 business, then negetiated.

REMARKS SECTION (As required)

27. Remarks: Free flow field used by Carrier for any additional information

PRIVATEPROPRIETARY

Contains private and/or proprietary information. May not be used or decise outside the BoltSouth companies except purposet to a unition agreement

RAPCO Deliverables

Publication Schodules

BAPCO will provide to all carriers a printed copy of the publication schedules for all directories within the area served by the carrier. This schedule will include the name of the directory, the directory bolt code, the business office close date and the issue date. The business office close date represents the last day to receive activity for appearance in the subsequent directory. This date also represents the close date for advertising activity into the Yellow Pages.

The issue date represents the mid-point of delivery of the new directory and the date at which new directory billing will begin for the directory being delivered. The length of the delivery period will very depending upon the size of directory.

Yellow Pages Mondings

BAPCO will provide a printed version of the Yellow Pages Heading file which will include all Yellow Pages headings allowed by BAPCO, the Yellow Pages heading code and the associated SIC code. This material would be utilized to assist the business customer in identifying where they would like representation in BAPCO's classified Yellow Pages directories.

Coverno Mana

BAPCO will provide a coverage map for its major directories identifying broadly the geographic area served by the major directories in the area served by the carrier.

Control Office Table

BAPCO will provide two printed versions of what is called the ABC table. Version 1 of this report, identifies by NPA and in sequence by central office in which directory a customer is entitled to appear. Version 2 of this report reflects the directory name and all control offices appearing within that directory.

Listing Specifications

BAPCO will provide a condensed printed version of listing specifications reflecting the rules and regulations regarding listing appearance in both the white and yellow pages.

Abbandation Table

BAPCO will provide a printed copy of the standard abbroviations utilized for given names, titles of address, titles of lineage, military titles, degrees and professional affiliations standards. This information can be used to assist in officially presessing various listed name requests.

Entries Discours: Home Table

BAPCO will provide a list of all foreign directory names to be used in the processing of foreign listing requests. This field is a required element in the establishment of foreign listings.

Customic Guide Potes Assessment Providenti

BAPCO will provide free listing appearance under the areas of Establishing Service, Billing and Repair in the Customer Guide Section of the White Pages for discouries where a certier operates. These precedures identify how to get your listing to appear and procedures for purchasing LEC specific pages.

Unbundled Products and Services and New Services

Service: Access to Numbers

Description: For that period of time in which BellSouth serves as North American

Numbering Plan administrator for the states in the BellSouth region, BellSouth will assist ALEGs applying for NXX codes for their use in

providing local exchange services.

State(s): All

Rates: No Charge

Unbundled Products and Services and New Services

Service: Access to 911 Service

Description: Provides a universal, easy-to-remember number which is recognized nationally as the appropriate number to call in an emergency.

Additionally, ALEC-1 must provide a minimum of two dedicated trunk groups originating from ALEC-1's serving wire center and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from ALEC-1's point of interface to it's serving wire center and Switched Dedicated Transport to the 911 tandem, may be purchased from BellSouth at the Switched Dedicated Transport rates set forth in Section ES of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariffs.

State(s): All

Rates: Will be billed to appropriate municipality.

Unbundled Products and Services and New Services

Service: 800 Database

Description: Provides for utilization of the BoltSouth 800 Service Control

Points for obtaining 800 Service routing information.

800 Detabase service is provided using a common nationwide 800 Database. The BellSouth network components utilized in the provision of this service are the Service Switching Point (SSP), the Common Channel Signaling Seven Network, the Signal Transfer Point (STP), and the Service Control Point (SCP). Additionally, the Service Management System functions nationally as the central point for the administration of all 800 numbers and downloads 800 number information to BellSouth's SCPs.

ALEC's with STPs will be able to connect directly to BellSouth local or regional STP for obtaining 800 database routing information from BellSouth's SCP and will not be required to order FGD or TSBSA Technical Option 3 Service. For this connection the ALECs may utilize Signaling System Seven Terminations interconnected in Birmingham, AL and Atlanta, GA with BellSouth's local or regional STP.

State(s): All

Rates, Terms and Conditions:

in all states, the 800 Database rates, terms and conditions will be applied as set forth in Sections E2, E5, E5 and E13 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs.

Unbundled Products and Services and New Services

Service: Line Information Database (LIDB)- Storage Agreement

Description: The LIDS Storage Agreement provides the terms and

conditions for inclusion in BellSouth's LIDB of billing number information associated with BellSouth exchange lines used for Local Exchange Companies' resale of local exchange service or Service Provider Number Portability arrangements requested Local Exchange Companies' on behalf of the Local Exchange company's end user. BellSouth will store in it's database, the relevant billing number information and will provide responses to on-line, call-by-call queries to this information for purposes of Billed Number Screening, Calling Card Validation and Fraud Control.

Each time an ALECs data is used BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDS Validation rate per query as displayed in Attachment C-5 following.

State(s): All

Rates: No Charge

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

This Agreement, effective as of	, 1996, is
entered into by and between BellSouth Telecomm	unications, Inc. ("BST"), a Georgia
corporation, and	
("Local Exchange Company"), a	corporation.
their fully authorized officers.	

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum No. 1 are hereby made a part of this Agreement as if fully incorporated herein.

- B. LIDB is accessed for the following purposes:
 - 1. Billed Number Screening
 - Calling Card Validation
 - 3. Fraud Control
- C. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users.

Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it

Includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement.

Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.
- (c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.
- (d) BST shall not become involved in any disputes between Local Exchange

 Company and the entities for which BST performs billing and collection. BellSouth will not

 issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall

be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

	, 19, and will
continue in effect for one year, and thereafter may be continued until terminated by either	until terminated by either party
upon thirty (30) days written notice to the other party.	

III. FEES FOR SERVICE AND TAXES

- A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise

specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

- C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.
- D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

RELLYOU	TH TELECOMMUNICATIONS, INC
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By:	my Ille
Title:)LHr
Date: 11	1.2/96
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	of Possibly Street, M. C.
MITIN	F. Car 1.9 30375
THE LOCA	AL EXCHANGE COMPANY
By:	
Title:	
Date:	
Address:	
210E00E0	

(Facilities Based)

ADDENDUM NO. I TO LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

This Addendum No. 1 to the Line Infor	mation Data Base S	torage Agreement dated
, 199	_, between BellSout	th Telecommunications, Inc
("BST"), and		
("Local Exchange Company"), effective the _	day of	, 199

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number a ten digit number that identifies a telephone line administered by the Local Exchange Company.
- C. Special billing number a ten digit number that identifies a billing account established by the Local Exchange Company.

- D. Calling Card number a billing number plus PIN number.
- E. PIN number a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- G. Billed Number Screening refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- Billing number information information about billing number, Calling Card
 number and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

- A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both parties.
- B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused

by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

- C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:
- Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.
- Determine whether the Local Exchange Company or the subscriber has
 identified the billing number as one which should not be billed for collect or third number calls,
 or both.
- E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS. IN	C.
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By:	
Title: Duliky	90
Date: 11/12/35	
Address: Files But	悒
(15 Kist Princetting Street, N.E.	
Attacks, Greenige 30:315	
THE LOCAL EXCHANGE COMPANY	
By:	
Title:	
Date:	
Address:	
	J.

(Resale)

ADDENDUM NO. 1 TO LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

	This Addendum :	No. 1 to the Line Info	mation Data Base Storage Agreement dated		
("BST"), and		, 199, t	, between BellSouth Telecommunications. Inc.		
			("Local Exchange Company"), effective		
the	day of	, 199			

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

- C. Special billing number a ten digit number that identifies a billing account established by BST in connection with å resold local exchange service or with a SPNP arrangement.
 - D. Calling Card number a billing number plus PIN number assigned by BST.
- E. PIN number a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- G. Billed Number Screening refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- Billing number information information about billing number or Calling Card
 number as assigned by BST and toll billing exception indicator provided to BST by the Local
 Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

- B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.
- C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:
- Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.
- Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSO	LITH TELECOMMUNICATIONS, INC
/	1 211.
By: '	han all +
Title:	No. by
Date: 1	111196
Address:	ZHLES RSC
6.75 W	est Permittee Street N.C
Att. wal	a Cerrie man
THE LO	CAL EXCHANGE COMPANY
By:	
Title: _	
Date: _	
Address:	

Unbundled Products and Services and New Services

Service: Line Information Database Access Service (LIDS) - Validation

Description: Provides a customer the ability to receive validation of billing

information through query of data stored in BellSouth's LIDB data base.

See below for additional information.

State(s): All Rato Elements	Description	Monthly	Non- Recurring
LIDO Common Transport	Provides for transport of the customer's query from the LIDB Location (RSTP) to the data base (SCP). This charge will apply each time the customer requests and receives validation of a BetSouth calling card or requests and receives the status of a billed number associated with a LEC line stored in the BetSouth LIDB.	\$0,00030	-
	Provides for query of data resident in BetSouth's LIDS. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in BetSouth's LIDS.	\$0 03800	- /
	As set forth in Attachment C-S (LIDS Storage Agreement), preceding, each time an ALEC data is used, SetSouth will compensate that ALEC at a rate of 40% of BetSouth's LIDS Validation rate per query.		
Originating Point Code Establishment or Change	Provides for the establishment or change of a customer requested Originating Point Code. This charge will apply each time the customer establishes or changes a point code destination identifying one of his locations or a location of one of his and users.	•	\$91.00
CCS7 Signaling Commenters	Rates, terms and conditions for CCS7 Signaling Connections are as set forth in Section E6.6 of BellSouth Telecommunication's Inc.'s Intractate Access Services Tariff.		

Unbundled Products and Services and New Services

Service: Signaling

Description: Provides for connection to and utilization of BellSouth's

Signaling System 7 network for both call setup and non-call

setup purposes.

State(s): All

Rate Elements	Monthly Rate	Recurring Rate	Non- Recurring	Applied Per
CCS7 Signaling Connection - Provides a two-way digital \$6 Kbps dedicated facility connecting a customer's signaling point of interface in a LATA to a SelfSouth STP. Each customer's connection requires either a pair or a qued of signaling connections.	\$195.00	•	\$510 00	S6 Kpbs facility
CCS7 Signaling Termination Provides a customer dedicated point of interface at the BetSouth STP for each of the customer's SS7 connections.	\$366.00	•		STP Port
CCS7 Signating Usage* Refers to the messages traversing the SetSouth signating network for call set-up and non call set-up purposes.	-	\$0.000023		Call Set Up Meg. TCAP Meg.
CCS7 Signaling Veage Surregate*	\$395.00		-	56 Kpbs facility

[&]quot;Where signaling usage measurement and billing capability exists, CCS7 Signaling Usage will be billed on a per message basis. Where measurement capability does not exist, CCS7 Signaling Usage Surregale will be billed on a per 56 Kbps facility basis.

Unbundled Products and Services and New Services

Service: Operator Call Processing Access Service

Description: Provides Operator and Automated call handling. This includes

processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides customized call branding; dialing instructions; and other operator assistance

the customer may desire.

Rate Elements	State(s)	Monthly Recurring	Applied Per
Operator Provided Cell Handling	All	\$1.17	Per Work Minute
Call Completion Access Termination Charge This charge will be applicable per call attempt and is in addition to the Operator Provided Call Handling charge listed above.	Alabama Florida Georgia Kentucky Louisiana Mississippi N Carolina S Carolina Tennessee	\$0.06 \$0.06 \$0.06 \$0.06 \$0.06	Per Call Attempt Per Call Attempt Per Call Attempt Per Call Attempt Per Call Attempt
Fully Automated Call Handling	All	\$0 15	Per Attempt
Operator Services Transport Operator Services transport rates, terms and co Telecommunication's, inc 's intrastate Access S		et fórth in E6 of 6	elSouth

Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: See below

Non Shanest		Secretar	Mentaly
Companies Assess Service	Optional convice provided to an Access subscriber of BellSquare DA Access Service.	A	\$0.25 (per cal attempt
	Given a lieted totaphene number at the request of an Access tubecriber's and user. Belliauth will provide or attempt to provide from the DA Operator System, call completion to the number requested.		
	All least and introlets call completion attempts are routed over an intental trunk facility directly to the terminating and office that serves the designated number. An Automatic Message Account (AMA) record that includes conversation time, originating, terminating, and bring number details is made for each call completion attempt. This record is in addition to the record made for the DA transaction.		
at Competen Armed Tombooks Chapp	This charge will be applicable per call attempt and & n addition to the DACC Access Serves charge intel assets.	Alabama Florida Georgia Kartucky Louisena Meananga N Carolina S Carolina Tennosasa	\$0 00 \$0 00 \$0 00 \$0 00 \$0 00 \$0 00 \$0 00
tumber Services Intercept Access Service	Number Services Intercept Access raters calls from deconnected numbers to the proper number or numbers.	*	\$0.25 (per intercept
	A separate dedicated intercept trunk facility to the Number Services sweeth for intercept cate is required. Standard trunk signaling is used to send the intercepted number to the Number Services switch and a detected host-up is performed to retrieve the referred number. The referred number is provided to the cating party by a mechanised audio producement. The subscribing Access customer must provide the updates to the intercept distance to support the service.		(** *)
Directory Assistance Service Call	Rettle, terms and conditions will be applied as set furth in ES 1.7 for Georgia and as set furth in ES 5.3 for ALFLINY.LAMB.NC.SC.TN of SetSouth Telecommunication's Inc.'s Introducts Access Service Toriff.		
Directory Transport	Russe, terms and conditions sed to applied as set forth in ES.1.7 for Courses and as set forth in ES.5.2 for AL.FL.KY.LA.MS.NC.SC.TN of SetSouth Toloromynumestants ins. 's Introducto Access Service Torif.		
Directory Assistance Interconnection	Rates, terms and conditions will be applied as set forth in ES 1.7 for George and so set forth in ES 5.3 for AL.PL.KY.LA.MS.NC.SC.TN of SetSouth Telecommunication's inc 's intrestate Access Service Torif.		
Directory Academies Dotations Service	Roses, serves and conditions will be applied as set forth in A38.1 of Belliaudh Telecommunication's ins 's General Subscriber Service Terri		
Direct Access to DA Barries	Rates, terms and conditions will be applied as set forth in Section 5.3 of SetSouth Telecommunication's, ing to intereste Access Service Term	FCC No 1	

Unbundled Products and Services and New Services

Service: Busy Line Verification and Emergency Interrupt

Description: BellSouth will provide Inward Operator Service for Busy Line

Verification and Verification and Emergency Interrupt.

State(s): AN

Rates, Terms and Conditions: In all states, rates, terms and conditions will be

applied as set forth in Section E18 of BellSouth Telecommunication's, Inc.'s Intrastate Access

Service Tariff.

Unbundled Products and Services and New Services

Service: Centralized Message Distribution System - Hosting (CMDS-Hosting)

Description: CMDS-Hosting is the Belicore administered national system used to exchange Exchange Message Record (EMR) formatted message data among host companies.

All intraLATA and local messages originated and billed in the BellSouth Region involving BellSouth CMDS hosted companies will be processed through the Non-Sent Paid Report System described in Attachment C-12 following.

State(s): All

Rate Elements	Description	Monthly
Message Distribution	Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMOS, where appropriate. This charge is applied on a per message basis.	\$0.004
Data Transmission	This charge is applied on a per message basis.	\$0.001

Unbundled Products and Services and New Services

Service: Non-Sent Paid Report System (NSPRS)

Description: NSPRS includes: 1) a mechanized report system that provides to the BellSouth CMDS hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and and billed within the BellSouth region; 2) distribution of Bellcore produced Credit Card and Third Number System (CATS) reports and administration of associated elements:

3) distribution of Belicore produced non-conterminous CATS reports and administration of associated settlements.

State(s): All	Silling and Collections Fee Retained by Silling Co.	Applied
NSPRS - intractate FL and NC	\$0 000	message
HSPRS - introduce of other Bollbouth states	\$0.05	посседо
NSPRS - CATS	\$0.05	телевро
NSPRS - non-conterminaus	90.16	тоссово

Attachment D

Contract Provisions for RAO Hosting and NSPRS

SECTION I SCOPE OF AGREEMENT

1 01 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and the Non-Sent Paid Report System (NSPRS) as provided by BellSouth to the ALEC. The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

- 2.01 A. <u>Centralized Message Distribution System</u> is the BellCore administered national system, based in Kanasa City, Missouri, used to exchange Exchange Message Record (EMR) formested data among host companies.
 - B. <u>Compensation</u> is the amount of money due from BellSouth to the ALEC or from the ALEC to BellSouth for services and/or facilities provided under this Agreement.
 - C. Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
 - D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls. ICS within the BellSouth region includes third number, credit card and collect calls.
 - E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
 - F. Non-Sout Paid Report System (NSPRS) is the system that calculates ICS amounts due from one company to another in the state of Florida.
 - Restance Accounting Office (RAO) Stream Company is a local exchange company/alternate local exchange company that has been estigated a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

SECTION 3 RESPONSIBILITIES OF THE PARTIES

- 3 01 RAO Hosting and NSPRS services provided to the ALEC by BellSouth will be in accordance with the methods and practices regularly adopted and applied by Bell South to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth
- 3 02 The ALEC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS

SECTION 4. COMPENSATION ARRANGEMENTS

Applicable compensation amounts will be billed by BellSouth to the ALEC on a 4 01 monthly basis in arrears. Amounts due from one party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

SECTION 5. ASSOCIATED EXHIBITS

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201	LISSES	SECA MA	the exhibits		-	mas .	A comment.

Message Distribution Service (RAO Hosting) Eshibit A Intercompany Settlements (NSPRS)

Fachible B

5.02 From time to time by written agreement of the parties, new Exhibits may be substituted for the ettached Exhibits, superseding and conceling the Exhibits then in affect.

SECTION 6. TERM OF AGREEMENT

6.01	This agreement is affective	and will continue in force until
	terminated, with or without cause, by this	uth (30) gold butot somes to missell mous
	either party to the other. This Agreemen	t way be smended from these to mus about
	written agreement of the parties.	

Executed this		
WITNESS:	THE ALSC	
	(cide)	
WITNESS	BELLSOUTH TELECOMMUNICATIONS, I	NC

071

DOCKET NO. 970345-TP

SECTION & TERM OF AGREEMENT

9.01 This agreement is offer until terminated, with a n writing from eather a amended from time to	othe: and without cause. By thirty (30 arty to the other. This Agree time upon written agreement	d continue in force days oner notice ment may be of the parties.
Everyou this	40) of	1906.
WITNESS:	THEALES	
	(600)	
WITHESE:	BELLSOUTH TELECON	MUNICATIONS, INC
Of Line	and Isu	ubv

Exhibit A

SECTION | SCOPE OF EXHIBIT.

- 1 01 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to the ALEC. As described herein, message distribution service includes the following:
 - Message Forwarding to intraregion LEC/ALEC function of receiving an ALEC message and forwarding the message to another LEC/ALEC in the BellSouth region.
 - Message Forwarding to CMDS function of receiving an ALEC message and forwarding that message on the CMDS.
 - Message Forwarding from CMDS function of receiving a message from CMDS and forwarding that message to the ALEC.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 An ALEC that is ChdDS hosted by BellSouth must have its own unique RAO code.

 Requests for establishment of RAO status where BellSouth is the selected ChdDS interfacing host, require written notification from the ALEC to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of the ALEC and will coordinate all associated conversion activities.
- 2.02 BellSouth will receive messages from the ALEC that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.03 BellSouth will perform invoice sequence checking, standard EMR format editing and beleasing of message data with the EMR trailer record counts on all data received from the ALEC.
- 2.04 All data received from the ALEC that is to be processed or billed by another LEC/ALEC within the BellSouth region will be distributed to that LEC/ALEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC/ALEC.
- 2.05 All data received from the ALEC that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).
- 2.06 BellSouth will receive messages from the CMDS network that are destined to be processed by the ALEC and will forward them to the ALEC on a daily basis.

- 2 07 Transmission of message data between BellSouth and the ALEC will be via electronic data transmission.
- 2.08 All messages and related data exchanged between BellSouth and the ALEC will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2 09 The ALEC will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates
- 2 10 Should it become necessary for the ALEC to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and the ALEC to notify all affected parties.
- 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or the ALEC) identified and agreed to, the company responsible for creating the data (BellSouth or the ALEC) will make every affort to have the affected data rentored and retransmissed. If the data cannot be retrieved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination or revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.
- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify the ALEC of the error condition. The ALEC will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, the ALEC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BullSouth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 In no case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

SECTION 3 COMPENSATION

3 01 For message distribution service provided by BellSouth for the ALEC, BellSouth shall receive the following as compensation

Rate Per Message \$0 004

3 02 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation

Rate Per Message \$0.001

- Data circuits (private line or dial-up) will be required between BellSouth and the ALEC for the purpose of data transmission. Where a dedicated line is required, the ALEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The ALEC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainflume computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to the ALEC. Additionally, all message toll charges associated with the use of the dial circuit by the ALEC will be the responsibility of the ALEC. Associated equipment on the BellSouth and, including a modern, will be negotiated on a case by case basis between the parties.
- 3 04 All equipment, including moderns and software, that is required on the ALEC end for the purpose of data transmission will be the responsibility of the ALEC.

Exhibit B

SECTION 1 SCOPE OF EXHIBIT

1 01 This Exhibit specifies the terms and conditions, including compensation, under which Bell South and the ALEC will compensate each other for intercompany Settlements (ICS) messages.

SECTION 2 RESPONSIBILITIES OF THE PARTIES

- 2.01 BellSouth will remit to the ALEC the revenue, less a billing charge, for intraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by the ALEC and billed to:
 - 1) a BellSouth customer.
 - another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages).
 - another company within the conterminous United States that utilizes CMDS
 directly or indirectly and settles with BellSouth directly or indirectly through
 the Credit Card and Third Number Settlement System (CATS) administered by
 BellCore.
 - 4) another company utilizing the non-conterminous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with ReliSouth.
- 2.02 These other services include, but are not limited to:
 - Maritime Mobile Radiotelephone Services radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Services tariff.
 - Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.
 - Public Land Mobile Redictelephone Transism-Unit Non-Toll Service changes as approved by the authorized state regulatory commission (or municipal regulatory authority).
 - 4) Non-Toll Service Charges billed to a calling card or to a third number as filed with and approved by the authorized state regulatory commission (or municipal regulatory authority).
 - Directory Assistance Cell Charges to a calling card or to a third number as approved by the authorized regulatory commission.

- 2 03 The ALEC will bill, collect and remit to BellSouth the charges for intraLATA and/or local ICS messages and other services as described above where such messages and/or services are provided by
 - 1) BellSouth,
 - another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages).
 - another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS)
- 2.04 For ICS revenues involving the ALEC and other non-BellSouth LECs/ALECs within the state, BellSouth will provide the ALEC with monthly reports summarizing the ICS revenues for messages that originated with the ALEC and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by the ALEC

SECTION 3. COMPENSATION

3.01 The following componention shall be retained by the billing company for the billing of ICS messages and services:

1)	Calls originated and billed in Florida or originated and billed in North Carolina	Rase Par Message \$0.0666
	Calls originated in any of the states within BallSouth region and billed in that same state	\$0.05
2)	Calls originated in a state within BellSouth's region and billed in another state or originated in another state or originated in another state within BellSouth's region	\$0.05
3)	Calls originated in a state within BellSouth's region and billed outside the conterminous United States	\$0.16

Unbundled Products and Services and New Services

Service: Virtual Collocation

Description: Virtual Expanded Interconnection Service (VEIS) provides for

location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

Rates, Terms and Conditions:

State(s): All except Florida: In all states except Florida, the rates, terms and

conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's,

Inc. Interstate Access Service Teriff, FCC No. 1.

State: Florida in the state of Florida, the rates, terms and

conditions will be applied as set forth in

Section E20 of BellSouth Telecommunication's,

Inc. Intrastate Access Service Tariff.

Service: Physical Collecation

Description: Per FCC - (19/19/92 FCC Order, para 39)

Physical Collection is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain,

and receir this equipment."

State(s): All

Rates, Terms and Conditions: To be negatiated

Rates for Physical Interconnection

Rate Element	Application/Description	Type of Charge	Rate
Application Fee	Applies per arrangement per location	Nonrecurring	Tariff Rates (Same as Virtual)
Space Preparation Fee	Applies for survey and design of space, covers shared building modification costs	Nonrecurring	ICB - See Note 1 Will not be less than \$1800 - not to exceed \$8500 unless HVAC or power plant upgrade. If so, rates to be ICB
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments	Nonrecurring	\$29.744 00 See Note 2
Cable Installation Fee	Applies per entrance cable	Nonrecurring	Tariff Rates (Same as Virtual)
Floor Space	Per square foot, for Zone A and Zone B offices respectively	Monthly Recurring	\$7 50 / \$6.75 See Note 3
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	\$5.14 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$13.35 per cable
POT Bay	Optional Point of Termination bay; rate is per DS1/DS3 cross-connect respectively	Monthly Recurring	\$1 20 / \$5 00 See Nate 4
Cross-Connects	Per DS1/DS3 respectively	Monthly Recurring	\$8.00 / \$72.48
Security Escert	First and additional half hour increments, per tariff rate in Basis time (B), Overtime (O) and Premium time (P)	As Required	\$41 00 / \$25 00 B \$48.00 / \$30 00 O \$55.00 / \$35.00 P

Note 1: Will be determined at the time of the application based on building and space modification requirements for shared space at the requested CO note 2: Applies only to collocators who wish to purchase a steel-gauge cage enclosure. Carriers may also pay \$330.00 per square foot for the first 100 square feet and \$242.00 for each additional 100 square feet in the same CO in lieu of space preparation and construction fees. This option does not apply where HVAC, power plant or both upgrade is required.

Note 3: See attached list for Zone A offices as of May 1996. This list will be

amended monthly.

Note 4: Applies when collocator does not supply their own POT bay

STATE	th Zone A Offices		EX=Exempt from Physical
-		OFFICE	CLLI / STATUS
AL	Birmingham	Main & Toll	BRHMALMA EX
	Montgomery	Main & Toll	MTGMALMT
	Mobile	Azalea	MOBLALAZ
FL	Boca Raton	Boca Teeca	BCRTFLBT
1850	Fort Lauderdale	Main Relief .	FTLDFLMR
	Barren Street	Cypress	FTLDFLCY
		Plantation	FTLDFLPL
	Jacksonville Beach	Main	JCBHFLMA
	Jacksonville	Arlington	JCVLFLAR
NEW YEAR		Beachwood	JCVLFLBW
		Clay Street	JCVLFLCL
		Southpoint	JCVLFLJT EX
		Normandy	JCVLFLNO
		Riverside	JCVLFLRV
Viveria		San Jose	JCVLFLSJ EX
		San Marco	JCVLFLSM
Mary Service		Westconnett	JCVLFLWC
		Mandarin Avenues	MINDRELAV EX
NATE OF		Mandarin Loretto	MNDRFLLO
	Lake Mary	Lake Mary	LKMRFLMA EX
	Miami	Grande	MIAMFLGR
		Palmetto	MIAMFLPL
		Alhambra	MIAMFLAE
		Bayshore	MIAMFLBA
re digi		Metro	MIAMFLME
	Melbourne	Main	MLBRFLMA
	Orlando	Magnolia	ORLDFLMA
		Azalea Park	ORLDFLAP
		Sand Lake	ORLDFLSL
		Pinecastle	ORLDFLPC
		Pinefulls	ORLDFLPH
	West Palm Beach	Annex (Main Annex)	WPBHFLAN

GA	Athens	Athens	ATHNGAMA	
(C. 17)/C	Atlanta	Courtland St	ATLNGACS	
		Peachtree PI	ATLNGAPP	
i mui		Buckhead	ATLNGABU	
44.8		East Point	ATLNGAEP	
1.55		Toco Hills	ATLNGATH	
		Sandy Springs '	ATLNGASS	
	Lilburn	Lilburn .	LLBNGAMA	
	Smyrna	Power Ferry	SMYRGAPF	
heavi		Smyrna Main	SMYRGAMA	
	Tucker	Tucker Main	TUKRGAMA E	X
	Roswell	Roswell Main	RSWLGAMA	
	Norcross	Norcross Main	NRCRGAMA	
1000	Manetta	Manetta Main	MRRTGAMA	
N	Dunwoody	Dunwoody Main	DNWDGAMA	
1923	Alpharetta	Alpharetta Main	ALPRGAMA	
	Columbus	Columbus Main	CLMBGAMT	
KY	Louisville	Armory Place	LSVLKYAP E	X
		Westport Rd	LSVLKYWE E	X
		Beechmont	LSVLKYBE	
		Bardstown Road	LSVLKYBR E	X
		Fern Creeek	LSVLKYFC	ă
		Лown	LSVLKYJT	
		Mathews	LSVLKYSM	
		Third Street	LSVLKYTS	ŝ
LA	New Orleans	Main	NWORLAMA	
	Baton Rouge	Main	BTRGLAMA	H
MS	Hattiesburg	Hattiesburg Main	HTBGMSMA	À
in with	Jackson	Cap Pearl	JCSNMSCP	Ú,
	Vicksburg	Vicksburg	VCBGMSMA	
NC	Cary	Central	NARYNCCE	
	Chapel Hill	Rosemary	CPHLNCRO	9
Res L	Charlotte	Caldwell	CHRLNCCA	
V CHIP		South Boulevard	CHULNCEO	

	SHOULD BE	Denta	CHRLNCDE	SPE-
		Erwin	CHRLNCER	
		Lake Point	CHRLNCLP	
		Reid	CHRLNCRE	EX
		Sharon Amity	CHRLINGSH	
		University	CHRLINCUN	EX
Antonio de la composición dela composición de la composición de la composición dela composición dela composición dela composición de la composición dela	Greensboro	Eugene St	GNBONCEU	
	Raleigh	Morgan	RLGHNCMO	
		New Hope	RLGHNCHO	
S. Sv	Salisbury	Main	SLBRNCMA	
	Winston Salem	Fifth Street	WNSLNCFI	
	Ashville	O'Henry	AHVLNCOH	0
sc	Charleston	Dial & Toll	CHTNSCDT	
	Columbia	Senate St	CLMASCSN	EX
		At Andrews	CLMASCSA	
	Greenville	D&T	GNVLSCDT	
		Woodruff Road	GNVLSCWR	EX
	Spartenburg	Main	SPBGSCMA	
IN	Knowill	Main	KNYLTNMA	
O. S.	Memphus	Bartlett	MMPHTNBA	011
		Chickasaw	MMPHTNCT	
Sale		Eastland	MOOHTNEL	
		Germantown	MMPHTNGT	
State		Main	MMPHTNMA	EX
		Oakville	MMPHTNOA	
		Southland	MMPHTNSL	AND S
	Nashville	Main & Toll	NSVLTNMT	
		Airport	NSVLTNAP	
		Brentwood	NSVLTNBW	
		Crieve Hall	NSVLTNCH	
		Donelson	NSVLTNDO	
		Inglewood	NSVLTNIN	
		Sharondale	NSVLTNST	
- F 20211		University	NSVLTNUN	

BellSouth Telecommunications

Negotiations Handbook

for

Collocation

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Preface

This handbook describes BellSouth's Collocation offerings and contains general guidelines for ordering, provisioning and maintenance of these offerings. By design, this document does not contain detailed descriptions of network interface qualities, network capabilities, local interconnection or product service offerings. This document does not represent a binding agreement in whole or in part between BellSouth and subscribers of BellSouth's Collocation services.

Based on the nature of your business, you will find a list of contacts included for your convenience in discussing the above items.

Introduction

BellSouth offers Virtual Expanded Interconnection from the FCC #1 tariff and from the Florida State Access E tariff. In addition, BellSouth will negotiate Physical Collocation on a first come, first serve basis, depending on space availability.

Service Description

Virtual Expanded Interconnection Service (VEIS)

VEIS is a tariffed offering which provides for the placement of collocator-owned facilities and equipment in BellSouth Central Offices and the interconnection of this equipment to BellSouth Switched and Special Access Services. Equipment that is part of a VEIS arrangment is most commonly located in the BST equipment line-up.

With VEIS, the collocator places fiber optic cable outside the central office to a designated interconnection point, such as a manhole. The collocator will provide the entrance fiber between the interconnection point and the collocation equipment arrangement inside the central office, cabling from the arrangement to the BST cross-connect point, and cabling from the arrangement to the BST provided power source. BellSouth will lease the entrance fiber, cabling and equipment placed by the collocator for the nominal fee of one dollar.

Alarming and monitoring of the collocated equipment is the responsibility of the collocator BellSouth will perform all maintenance and repair on collocator equipment once notified by the collocator that such work is necessary. For additional information regarding BellSouth's Virtual Expanded Interconnection Service, please reference Section 20 of BellSouth's FCC #1 taniff or section 20 of BellSouth's Florida Dedicated Access Tariff.

Physical Collocation

By definition, Physical Collocation goes beyond the arrangement described above Physical Collocation offers leased Central Office space for either Expanded Interconnection (EIS) or for Service Interconnection (SI). Expanded Interconnection is the placement of private entrance facilities and equipment owned by third parties, interconnected to BellSouth's tariffed services Service Interconnected to BellSouth tariff services, without private entrance facilities.

Unlike VEIS, the equipment placed as part of a Physical Collocation arrangement will be placed in floor space separated from BST equipment by common fire wall protection and will be fully owned, maintained, and repaired by the collocator or their approved agent. The equipment compliment may include transmission equipment, switching equipment, routers, PCs and modems

Service Descriptions

Physical Collocation (cont.)

As with VEIS, all equipment placed as part of a collocation arrangement must be installed by a BellSouth certified vendor and must meet NEBS standards. A steel gauge cage may be purchased from BellSouth to house the equipment arrangement at the request of the collocator for an additional fee.

Rate Components

The rate element components of Virtual Collocation are contained in BellSouth's FCC #1 tariff, Section 20 and in the Florida Dedicated Services tariff, Section 20 Physical collocation offers a menu-style ordering provision so you may select only the items required for your individual arrangement(s). Some components are required for all arrangements and will be marked by an (R) next to the item in the descriptions following.

Application fee (R)

The application fee is required for all collocators to cover the engineering and administrative expense associated with your application inquiry. This fee is a one time charge per request, per C O for each new VEIS / EIS / IS service request. No application fee is required for updates, amendments or supplements to service requests in progress. A subsequent request by the same customer in the same C O will be treated as "new" if the initial VEIS / EIS / IS request has completed and is in service. The Application fee must be paid upon submission of an application to indicate a bona fide request.

Floor Space (R)

This component covers the square footage for the equipment rack(s) and POT bay for your arrangement plus a factor of 25% when no cage is present, or will include the enclosure square footage when a cage is utilized. When a cage is not requested, square footage will be calculated based on the shadow print of your equipment racks and POT bay times the factor of 1.25 to compensate for maintenance walk-around space for your equipment. If you require administrative space for your arrangement, i.e. a desk or terminal stand, you will be required to purchase a cage enclosure.

The floor space charge also covers lighting, heat, air conditioning, ventilation and other allocated expenses associated with the central office building and will commence billing the day the allocated space is turned over to the collocator for occupancy. The floor space element does not include the amperage required to power the collocated equipment.

Rate Components (cont.)

Power (R)

The amps required to power the collocated equipment will be charged per ampere based on equipment manufacturers specifications for maximum power requirement.

Cross-connect (R)

This elements provides the one-for-one interconnection to BellSouth's tariffed Switched and Special Access service offerings (i.e. DS0, DS1 or DS3 services) or Unbundled service elements (voice grade 2-wire or 4-wire unbundled loop, port). It is a flat rate, non-distance sensitive charge and will be applied on a per circuit order basis.

Cable Installation

The cable installation charge applies only to collocators who provide private entrance facilities to their collocated equipment. This is a one time (non-recurring) charge per cable, per installation to arrange the punch through to the manhole, pull fiber cable length from the serving manhole to the Central Office cable vault, perform splicing to collocator provided fire retardant riser, and pull cable length through cable support structure to the collocation arrangement location.

Cable Support Structure

The component covers the use and maintenance of the Central Office duct, riser and overhead racking structure when the collocator has elected to provide private entrance to their equipment. This is a nominal monthly recurring charge.

Space Preparation fee

This one time fee per arrangement, per location covers the survey, engineering, design, and building modifications for the shared physical collocation area within a central office. BellSouth will pro rate the total space preparation costs among all collocators at that location based on the number of square footage requested. This charge may vary dependent on the location and the type of arrangement requested. The Space preparation charge is payable in full before cage construction or equipment installation begins

Space construction fee

This element applies to physical collocation arrangements only and will vary based on the type of arrangement requested. The fee covers the materials and installation of optional steel gauge caging, C O grounding, flourescent lighting, floor treatment, power outlet, extension of environmental alarms and other incremental materials cost charged on a per square foot basis.

Rate Components (com)

POT bay

BellSouth requires the use of a Point of Termination Bay (POT bay) for demarcation with physical collocation. The collocator may elect to provide their own POT bay, or may purchase the functionality from BellSouth on a per cross-connect basis for an additional incremental charge

Security Escort (R)

A security escort will be required for all equipment inspections under VEIS and for maintenance, repair or provisioning visits by a collocator or their agent under physical collocation for some central offices based on office configuration. The charge is based on half hour increments

Additional Engineering

This charge may apply for modifications to an application in progress which results in architectural, design or engineering changes. The charge may also apply to incendental engineering and design for physical collocation space when a full space construction charge does not apply.

Administrative reporting

Collocators who request administrative reports will be assessed a report fee on a per occurrence basis

General Terms and Conditions

Application for service

The application for collocation is a two-phased process consisting of an Application Inquiry and a Firm Order. To obtain a copy of Bell-Bouth's application form, see page 10 of this document. Prior to negotiations for equipment placement, the inquiry document must be submitted for review and planning by the Central Office equipment engineers, space planners and facility planners. Based on the feedback from these sources, Bell-Bouth will respond to the application in writing.

Following the collocator's review of BellSouth's response, a Firm Order may be submitted for each location for which the collocator wishes to proceed. The Firm Order may be submitted on the same form used during the Inquiry phase, provided all necessary revisions are clearly marked to indicated the applicants finalized plans. A detailed equipment drawing must accompany the Firm Order Request. The application fee referenced in the previous section must also accompany each application as indication of a bona fide request.

Assignment of space

BellSouth will assign space for collocation based on space availability and on a first come, first serve basis. For physical collocation, a customer may opt for a cage enclosure which will be offered as a 100 square foot minimum based on space availability within the area designated for physical collocation.

A collocator requesting more than a 100 square foot cage module will be offered contiguous space where available. Where contiguous space is unavailable, the collocator may elect the construction of two separate enclosures and may interconnect its arrangements one to another

If BellSouth determines there is insufficient space within a central office to accommodate physical collocation, BellSouth will provide Virtual Expanded Interconnection in accordance with existing regulatory requirements.

Occupancy of same

The collocator must commonse equipment installation within 180 days from the date space is made available by BellSouth or forfeit the right to use the space.

Pricing structure

BellSouth offers a pricing plan which meets the specifications of the 1996 Legislative Act. The plan features zone and location based pricing some recurring elements and offers the optional purchase of a caged enclosure.

General Terms and Conditions (cont.)

Equipment installation

The collocator must select an equipment installation vendor who has achieved BellSouth Certified Vendor status to perform all engineering and installation work associated with the equipment collocation arrangement. This ensures BellSouth's standards for safety and quality will be met A list of certified vendors is contained in the Appendix of this document.

The Certified Vendor is responsible for installing the collocation equipment and components, running power feed(s) to the BellSouth BDFB, performing operational tests after the equipment installation is completed, and notifying the local BellSouth Equipment Engineer and the Collocator upon successful completion of the installation and acceptance testing. Arrangements must be made such that the Collocator is billed directly by the Certified Vendor for activities associated with the arrangement installation.

Varm and monitoring

The collocator is responsible for the placement and monitoring of their own remote environmental and equipment alarms. BellSouth will place environmental alarms in collocation areas for its own use and protection. Upon request, BellSouth will provide remote monitoring circuits at the tariff rate for the service requested.

Inspections

BellSouth will conduct an inspection of the collector's equipment and facilities between the time of the initial turn-over of the space and the activation of cross-connect elements. Subsequent inspections may occur with equipment additions or on a predetermined interval basis. For such inspections, BellSouth will provide a minimum of 48 hours advance notification. BellSouth reserves the right to conduct inspections without prior notification to ensure compliance to the terms and conditions of the tariff or agreement. Collocator personnel have the right to be present for inspections.

A collocator may inspect their virtual collocation arrangement upon completion of the arrangement installation. A security escort will be required. Any additional inspections must be coordinated with BellSouth and will also require a security escort.

Commencement Date

The date which the collocator and BellSouth jointly certify the interconnector's equipment is operational will be the commencement date

General Terms and Conditions (cont.)

Insurance

BellSouth will require \$25 million in comprehensive general liability insurance and workers compensation coverage/employers liability coverage with limits not less than \$100,000 each accident, \$100,000 each employee by disease, \$500,000 policy limit by disease. BellSouth will review requests for self-insurance on a case by case basis. BellSouth may not consent to an interconnector's assumption of the entire \$25 million of liability in lieu of general coverage.

Insurance coverage must be in effect on or before the date of occupancy (equipment delivery) and must remain in effect until departure of all collocator personnel and property from the central office.

Ordering Interconnected service

A collocator may interconnect to special and switched access services from BellSouth's FCC #1 at the DS3, DS1 and equivalent DS0 cross-connect level. Interconnection is also available to Unbundled loops and ports from the State Access E tariff / State Dedicated Services E tariff for certified ALECs only. Please ask your BellSouth contact for state specific information.

Services to be interconnected to a collocation arrangement must be submitted on Access Service Request (ASR) forms using industry standards and code sets for accurate and complete requests For information regarding the ASR ordering process and field definitions, please reference the Access Service Ordering Guide, BellCore's Special Reports SR STS-471001 and 471004

Assignment of facilities

When a customer orders a service which interfaces at an end customer location at the same level as the cross-connect purchased, BellSouth will assign facilities within its network and provide the interconnection information on the Design Layout Record (DLR). When a customer orders cross-connects at a higher interface level than the service purchased for the end customer, the ordering customer must provide BellSouth with the circuit facility assignment.

Liability

The collocator is responsible and accountable for the actions of their employees and their agents. The collocator will be required to pay liquidated damages to BST for damage to BST property, equipment or facilities as a result of the actions or behaviors of either the collocator employees or their agents.

General Terms and Conditions (cont.)

Access to BellSouth Central Offices

Only BeilSouth employees, BellSouth certified vendors, Collocator employees and their authorized agents are permitted in BellSouth Central office buildings. All collocators are required to provide their employees and authorized agents a picture identification. This identification must have the employee name and company name clearly printed and must be visible at all times while the individual is inside a BellSouth facility. Manned offices will afford 24 hour, 7 day per week access without prior arrangements. Unmanned offices may require prior arrangement for the dispatch of a BellSouth employee or security escort for building access.

Recovery of extraneous expenses

Should BellSouth discover, upon beginning construction for physical collocation space, that unexpected major rennovation or upgrade will be required to one of the following in order to facilitate physical collocation, BST will share the costs of these expenses among collocators based on the number of square footage being requested ground plane addition, asbestos abatement, mechanical upgrade, major HVAC upgrade, separate egress, ADA compliance.

Cancellation of a request in progress

If a collocator cancels an in-progress firm order request, the collocator will be responsible for reimbursing BST for expenses incurred to date. If the collocator has prepaid all or a portion of the non-recurring fees, BellSouth will refund the amount not expended as of the date of the cancellation

Conversion of Virtual to Physical Collocation

Collocators who have existing VEIS arrangements may convert these arrangements to physical collocation provided the terms and conditions for physical collocation are met. The collocator will be responsible for the payment of BellSouth fees associated with physical collocation, rearrangement of existing services and vendor costs for the relocation of equipment.

Special Reports

BellSouth will negotiate with requesting parties in the development of administrative reports, based on the availability of the data being requested. A fee structure will be based on the complexity of the request and resources required to produce the report(s).

Negotiation Contacts

For ALEC initial contact:

Contact Name Bob Scheye Telephone 404 420-8327

For all IXC, CAP, and subsequent ALEC contacts:

Contact Name	Telephone	Pager Number	Eax Number
Rich Dender	205 977-5966	1-800-729-1371	205 977-0037
Nancy Nelson *	205 977-1136	1-800-729-1380	205 977-0037

^{*}Collocation Coordination Center Manager

For * BBS End User Customers * Third Party Agents * Solutions Providers

General information:

Contact Name
Tony Saberre

Telephone 205 985-6195 Eax Number 205 985-1900

Or contact your account representative.

To obtain a copy of BellSouth's Application / Inquiry document:

Contact:

Nancy Nelson (205) 977-1136 Room E4E1 South 3535 Colonnade Drive

Birmingham, Alabama

Physical Collecation BellSouth Certified Vendor List For Engineering and Installation of Collecation Arrangements

Company Name	Contact Name		<u>Trientene</u>
ADC Communications	Ken Reeves		800 223-9773
	Doug Guidry		318 684-2860
Alcatel	Ed Boatwright	FL	404 270-8335
	Alex Baber	FL	800 869-4869
E F & I Services Co	Reed Tillis		904 355-7930
Lucent Technologies, Inc.	Jerry Jones	KY	502 429-1346
	Mike Harrington	MS	601 544-7530
	George Ferguson	MS	601 949-8275
	James McGanty	GA	404 573-4120
	Janet Hallford	GA	404 573-6945
	Charlotte office	NC	704 596-0092
	Charlotte office	NC	704 598-0750
	Other areas	NC	910 299-0326
	Adrian Dye	SC	803 926-5213
	Alabama office	AL	205 265-1291
Mintel	Richard Becht		800 875-6468
			404 923-0304
North Supply /	Terry Fowler		800 755-0565
DA TEL FiberNet, Inc.	Doug Sykes		205 942-4411
Quality Telecommunications, Inc.	Jerry Miller		770 953-1410
Rapid Response Communications	Ted Pellaux		615 546-2886
Six "R" Communications, Inc.	Ken Koontz		704 535-7607
(NC and SC only)	Dick Phillips		704 289-5522
Tele-Tech Company	Karl Bush	KY	606 275-7505
	Bob Burch		606 275-7502
W E Tech, Inc	Wes Evans		305 587-6996

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BellSouth Physical Collocation Central Office Exemptions (through September 1994)*

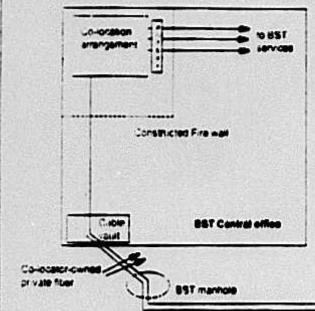
State	City	Central Office	CLLI
Alabama	Birmingham	Five Points South	BRHMALFS
		Main and Toll	BRHMALMT
		Riverchase	BRHMALRC
	Huntsville	Redstone Arsenal	HNVLALMA
Florida	Chipley	Jackson	CHPLFLJA
	Gainesville	Main	GSVLFLMA
	Jacksonville	Mandarin Avenues	MNDRFLAV
		San Jose	JCVLFLSJ
		South Point (JT Butler)	JCVLFLJT
	Jupiter	Main	JPTRFLMA
	Lake Mary	Main (Heathrow)	LKMRFLMA
	Lynn Haven	Ohio Avenue	LYHNFLOH
	North Dade	Golden Glades	NDADFLGG
	Pensacola	Ferry Pass	PNSCFLFP
	West Palm Beach	Gardens	WPBHFLGR
	4	Royal Palm	WPBHFLRP
Georgia	Austell	Main	ASTLGAMA
	Tucker	Main	TUKRGAMA
Kentucky	Louisville	Armory Place	LSVLKYAP
		Bardstown Road	LSVLKYBR
		Westport Road	LSVLKYWE
	Paducah	Main	PDCHKYMA
North Carolina	Charlotte	Reid Road	CHRLNCRE
		Research Drive (Univ.)	CHRLNCUN
	Greensboro	Airport	GNBONCAP
	Pembroke	Central	PMBRNCCE
South Carolina	Columbia	Senate Street	CLMASCSN
	Greenville	Woodruff Road	GNVLSCWR
Tennessee	Memphis	Main	MMPHTNMA
The Court		Midtown	MMPHTNMT
		Southside	MMPHTNST

^{*} BellSouth ceased qualifying C O 's September 1994 due to elimination of physical offering

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Physical Co-location Expanded Interconnection

If the Fernanded Interconnection, the co-locator is "requireding" their private network to interconnect with ReiSouth's network. Therefore, private feer is placed to the center office and pured through to the co-location arrangement. The co-locator places their occupants in inseed floor spaces and purchases cross-connects to flee/South's transport services.

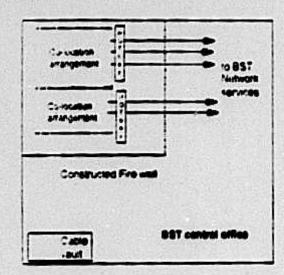


Cacherra	"sectorare
Approacon tes	NAC
Space precureton too	MRC
Space construction to "	·RC
Cable installation fee	·.RC
Cable support structure	30
Floor space / per square foor includes environmentals	ac
Floor space - power / per arros	M AC
Cross-sowects	ac.
Security escort / per 1/2 hour	(as required)

* Applies for optional cage construction only

Physics, co-location: Service interconection arrangement

With a Service Interconnection arrangement, the co-locator pieces their equipment in leased floor space and purchases cross-connects to BelSouth's Transport services. For this arrangement, BelSouth and request a minimum 24 month contract for tools the floor space and stategood services, as seed as a minimum number of interconnected DS1 or DS3 services.



Eament	De of starge
Accided to	NAC
Space properation too	NHC
Space construction fee *	MAC
Flour space / per square tox	RC
resudes environmentals	
Floor space - primer / per ampere	AC AC
Cross-corrects	AC
Security secont / per 1/2 hour	(as required)

* Required only for optional range construction

Rates for Negotiated Interconnection

Rate Element	Application/Description	Type of charge	Rate
Application Fee	Applies per arrangement per location	Non recurring	\$ 3,848 30
Space Preparation Fee	Applies for survey and design of space, covers shared building modification costs	Non recurring	ICB *(1) Will not be less than \$1,788 00
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments	Non recurring	\$ 29,744 00 *(2)
Cable Installation Fee	Applies per entrance cable	Non recurring	\$ 4,650 00
Floor Space	Per square foot, for Zone A and Zone B offices respectively	Monthly Recurring	\$9 31 / \$8 38 °(3) -
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	\$ 5 14 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$13 35 per cable
POT bay	Optional Point of Termination bay, rate is per DS1 / DS3 cross-connect respectively	Monthly Recurring	S1 20 / 55 00 *(4)
Cross-connects	Per DS1 / DS3 respectively	Monthly Recurring	5 9 28 / 5 72 48
Security escort	First and additional half hour increments, per tariff rate in Basic time (B), Overtime (O) and Premium time (P)	As required This is a tariffed charge.	\$41 00 / \$25 00 B \$48 00 / \$30 00 C \$55 00 / \$35 00 P

Note 1 Will be determined at the time of the application based on building and space modification requirements for shared space at the requested C.O.

Note 2. Applies only to collocators who wish to purchase a steel-gauge cage enclosure

Note 3 See attached list for zone A offices as of May 1996 This list will be amended monthly

Note 4 Applies when collocator does not supply their own POT bay

STATE	CITY	OFFICE	CLLI / STATUS
AL	Birmingham	Main & Toll	BRHMALMA EX
	Montgomery	Main & Toll	MTGMALMT
	Mobile	Azalea	MOBLALAZ
FL	Boca Raton	Boca Teeca	BCRTFLBT
	Fort Lauderdale	Main Relief	FTLDFLMR
		Cypress	FTLDFLCY
No. There		Plantation	FTLDFLPL
0.07470	Jacksonville Beach	Main	JCBHFLMA
	Jacksonville	Arlington	JCVLFLAR
-New State		Beachwood	JCVLFLBW
March Co		Clay Street	JCVLFLCL
Richard S		Southpoint	JCVLFLIT EX
		Normandy	JCVLFLNO
		Riverside	JCVLFLRV
7.		San Jose	ICVLFLSJ EX
Felials		San Marco	JCVLFLSM
		Westconnett	JCVLFLWC
		Mandarin Avenues	MNDRFLAV EX
is all in		Mandarin Loretto	MNDRFLLO
	Lake Mary	Lake Mary	LKMRFLMA EX
0 12 7	Miami	Grande	MIAMFLGR
		Palmetto	MIAMPLPL
		Alhambra	MIAMPLAE
Weille		Bayshore	MIAMPLBA
		Metro	MIAMFLME
	Melbourne	Main	MLBRFLMA
	Oriando	Magnolia	ORLDFLMA
		Azales Park	ORLDFLAP
(A) E (E)		Sand Lake	ORLDFLSL
		Pinecastle	ORLDFLPC
		Pinehills	ORLDFLPH
	West Palm Beach	Annex (Main Annex)	WPBHFLAN

STATE GA	Athens	OFFICE Athens	CLLI / STATUS ATHNGAMA
	Atlanta	Courtland St	ATLNGACS
		Peachtree PI	ATLNGAPP
		Buckhead	ATLNGABU
		East Point	ATLNGAEP
		Toco Hills	ATLNGATH
		Sandy Springs	ATLNGASS
	Lilburn	Lilbum	LLBNGAMA
STEW TO	Smyrna	Power Ferry	SMYRGAPF
		Smyrna Main	SMYRGAMA
2000	Tucker	Tucker Main	TUKRGAMA EX
	Roswell	Roswell Main	RSWLGAMA
200	Norcross	Norcross Main	NRCRGAMA
F6 (5)	Marietta	Marietta Main	MRRTGAMA
	Dunwoody	Dunwoody Main	DNWDGAMA
	Alpharetta	Alpharetta Main	ALPRGAMA
	Columbus	Columbus Main	CLMBGAMT
KY	Louisville	Armory Place	LSVLKYAP EX
		Westport Rd	LSVLKYWE EX
		Beechmont	LSVLKYBE
		Bardstown Road	LSVLKYBR EX
		Fern Creeek	LSVLKYFC
		JTown	LSVLKYJT
		Mathews	LSVLKYSM
		Third Street	LSVLKYTS
LA	New Orleans	Main	NWORLAMA
	Baton Rouge	Main	BTRGLAMA
MS	Hattiesburg	Hattiesburg Main	HTBGMSMA
	Jackson	Cap Pearl	JCSNMSCP
	Vicksburg	Vicksburg	VCBGMSMA
NC	Cary	Central	NARYNCCE
	Chapel Hill	Rosemary	CPHLNCRO
	Charlotte	Caldwell	CHULNCCA
		South Boulevard	CHRLINCBO

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STATE	CHTY Charlotte (cont.)	OFFICE Denta	CLLI /STATUS CHRLNCDE
	You was survey	Erwir	CHRLINCER
		Lake Point	CHRLNCLP
		Reid	CHRLNCRE EX
		Sharon Amity	CHRLNCSH
	way is a fallower	University	CHRLINCUN EX
Trackets	Greensboro	Eugene St	GNBONCEU
SUVENIA	Raleigh	Morgan	RLGHNCMO
		New Hope	RLGHNCHO
	Salisbury	Main	SLBRNCMA
	Winston Salem	Fifth Street	WNSLNCFI
	Ashville	O'Henry	AHVLNCOH
sc	Charleston	Dial & Toll	CHTNSCDT
	Columbia	Senate St	CLMASCSN EX
		At Andrews	CLMASCSA
Same	Greenville	D&T	GNVLSCDT
		Woodruff Road	GNVLSCWR EX
	Spartenburg	Main	SPBGSCMA
IN .	Knorvill	Main	KNVLTNMA
	Memphis	Bartlett	MMPHTNBA
		Chickasaw	MMPHTNCT
Ashvi SC Charle Colum Green Sparte N Know		Eastland	MMPHTNEL
		Germantown	MMPHTNGT
		Main	MMPHTNMA EX
		Oakville	MMPHTNOA
		Southland	MOMPHENSE
	Nashville	Main & Toll	NSVLTNMT
		Airport	NSVLTNAP
		Brentwood	NSVLTNBW
		Crieve Hall	NSVLTNCH
		Donelson	NSVLTNDO
		Inglewood	NSVLTNIN
N		Sharondale	NSVLTNST
		University	NSVLTNUN

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Unbundled Products and Services and New Services

Service: Poles, Ducts, Conduits and Rights of Way

State(s): AN

Rates, terms and conditions: This service will be provided via a Standard

License Agreement.

POLE ATTACHMENT LICENSE AGREEMENT

THIS AGREEMENT	mmunications, Inc., a corporation organized and existing
under the laws of the State	of Georgia, having its principal office at 675 West Peachtree
Street, Atlanta, Georgia (h	ereinafter referred to as the "Licensor") and TCG, a New York
hereinafter called the "Lic	g its principal office at
	WITNESSETH
WHEREAS, License	se is a Telecommunications Carrier as defined in Article 1
	communications services in the
metropolitan area.	
WHEREAS, License	or is a Utility as defined in Article 1 herein.
WHEREAS License	se desires to attach fiber optic cable on poles of Licensor.
which poles are owned by	Licensor within the area described above, and
alexament of sole attacher	or is willing to permit, to the extent it may lawfully do so, the nents on Licensor's facilities where available and where such
use will not interfere with L	icensor's service requirements subject to the terms of this
Agreement:	
NOW THEREFORE	E, in consideration of the mutual covenants, terms and
conditions herein contains	d, the parties do hereby mutually covenant and agree as
failows:	
	ARTICLE I DEFINITIONS
A. Anchor Red	
A metal rod connec known as a "guy ro	cted to an anchor and to which a guy strand is attached. Also
B Pole Attachment	
Any attachment by service to a pole.	a cable television system or provider of telecommunications luct, conduit, or right-of-way owned or controlled by a utility.

C. Guy Strand

A metal cable of high tensile strength which is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.

D. Make-Ready Work

The work required (rearrangement and/or transfer of existing facilities on a pole, replacement of pole or any other changes) to accommodate the Licensee's attachments on Licenser's pole.

E. Field Survey Work or Survey Work

A survey of the poles on which Licensee wishes to attach in order to determine what work, if any, is required to make the pole ready to accommodate the required attachment, and to provide the basis for estimating the cost of this work.

F. Other Licenses

Any entity, other than Licensee herein or a joint user, to whom Licensor has or hereafter shall extend the privilege of attaching communications facilities to Licensor's poles.

G. Joint User

A party with whom Licensor has entered into, or may hereafter enter into, a written agreement covering the rights and obligations of the parties thereto with respect to the use of poles owned by each party.

H. Suspension Strand

A metal cable of high tensile strength attached to a pole and used to support communications facilities. Also known as "Messenger Cable".

I. Identification Tage

Identifications tags are used to identify Licensee's plant.

J. <u>Uzable Space</u>

The space above the minimum grade level which can be used for the attachment of wires, cables and associated equipment.

K. Effective Date

The effective date of regulations governing charges for Pole Attachments used by Telecommunications Carrièrs shall be 5 years after the date of the enactment of the Telecommunications Act of 1996.

L. Pole Attachment Rate

includes a reasonable and just rate as defined herein and the costs of nonusable space apportioned so that the apportionment equals two-thirds of the costs of providing nonusable space that would be allocated to an attaching party under an equal apportionment of such costs among all attaching entities. A Utility shall apportion the cost of providing Usable Space among all entities according to the percentage of usable space required for each entity.

Article II SCOPE OF AGREEMENT

- A. Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee for any lawful communications purpose revocable non-exclusive licenses authorizing the attachment of Licensees's attachments to Licensor's poles, specifically as detailed on APPENDIX , hereto attached and made a part hereof.
- B. No use, however extended, of Licensor's poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles. Licensee's rights herein shall be and remain a license.
- C Nothing contained in this Agreement shall be construed to compel Licensor to construct, retain, extend, place or maintain any pole, or other facilities not needed for Licensor's own service requirements. However, Licensor shall provide Licensee nondiscriminatory access to any pole, duct, conduit or right-of-way owned or controlled by Licensor unless there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes
- D. Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) which Licensor has heretofore entered into, regarding the poles covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing agreement(s) or arrangement(s), between Licensor and any other licensee(s) or joint user(s) of Licensor's poles.

Article III FEES AND CHARGES

- Licensee agrees to pay to Licensor the Just and Reasonable Rates as defined herein, and as specified in and in accordance with the terms and conditions of Regulations to be prescribed by the Commission. The Regulations shall be attached hereto and incorporated herein upon the Effective Date as defined herein.
- Payment of all charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement thirty days after the payment due date. Licensee will pay a late payment charge of one and one-half percent (1 1/2%) assessed monthly on any unpaid balance.
- C. Until the Effective Date of the Regulations required under the Act, the Pole Attachment rate charged to Licensee by Licensor for use of the poles, conduit or right-of-way shall be the same rate charged for any pole attachments used by a Cable Television System to provide cable service (the "CATV" Rate) and as set forth in APPENDIX. attached hereto and incorporated herein. Any increase in the rate for pole attachments that results from the adoption of the Regulations shall be phased in equal annual increments over a period of 5 years beginning on the Effective Date of the Regulations.
- D If Licensor engages in the provision of Telecommunication Services or Cable Services. Licensor shall impute to its cost of providing such services (and charge any affiliate, subsidiary or associate company engaged in the provision of such services) an equal amount to the pole attachment rate for which such company would be liable under Section 224 of the Act.

Article IV ADVANCE PAYMENT

- A. Licensee shall make an advance payment to Licensor for:
 - (1) The reasonable costs incurred by Licensor for the required Field Survey in an amount agreed upon by Licenser and Licensee sufficient to cover the estimated cost to be incurred by Licenser to complete such survey.
 - (2) The reasonable costs of any Make Ready Work required in an amount agreed upon by Licensor and Licensee sufficient to cover the estimated cost to be incurred by Licenser to complete the required Make Ready Work.

3 The amount of the advance payment required shall be due within thirty (30) days after receipt of an invoice from Licenson.

Article V SPECIFICATIONS

- A Licensee's attachments shall be placed and maintained in accordance with the requirements and specifications of applicable BellSouth practices, the latest editions of the Manual of Construction Procedures (Blue Book), Electric Company Standards, the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.
- If any part of Licensee's attachments is not so placed and maintained on any pole. Licensor may upon fifteen (15) days written notice to Licensee and in addition to any other remedies Licensor may have hereunder, remove Licensee's attachments from such pole or perform such other work and take such other action in connection with said attachments that Licensor deems necessary or advisable to provide for the safety of Licensor's employees or performance of Licensor's service obligations at the cost and expense of Licensee.
- C. Licensee shall place Identification cable tags on cables located on poles and Identification Apparatus tags on any associated items of Licensee's plant, e.g., guys, anchors or terminals.

Article VI LEGAL REQUIREMENTS

- Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its Telecommunications System on public and private property at the location of Licensor's poles which Licensee uses. In the case of private property, Licensee shall present satisfactory evidence of such authority at the time application for a license is made pursuant to Article VII herein.
- B The parties hereto shall at all times comply with the provisions of this Agreement and with the Act and any laws. Regulations, or ordinances which affect the rights granted hereunder.

Article VII ISSUANCE OF LICENSES

- Before Licensee shall attach to any pole. Licensee shall make application for and receive a license therefor in the form of APPENDIX Forms A-1 and A-2. Such license shall not be unreasonably withheld or delayed.
- B Licensor shall provide Licensee a nondiscriminatory license to any pole, duct, conduit or right-of-way owned or controlled by Licensor unless there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.

Article VIII POLE MAKE-READY WORK

- A Field Survey will be required for each pole for which attachment is requested to determine the adequacy of the pole to accommodate Licensee's attachments. The Field Survey will be performed jointly by representatives of Licensor, joint user (if applicable) and Licensee.
- In performing all Make-Ready Work to accommodate Licensee's attachments, Licensor will endeavor to include such work in its normal work load schedule.
- C If Licensor intends to modify or alter any pole, duct, conduit or right-of-way in which Licensee has an attachment, Licensor shall provide Licensee written notification of such action in order that Licensee shall have a reasonable opportunity to add to or modify its existing attachment. If Licensee desires to add to or modify its existing attachment after receiving such notification.

 Licensee shall bear a proportionate share of the costs incurred by Licensor in making such pole, duct, conduit or right-of-way accessible.
- D. Licensee shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity (including Licensor).

Article IX CONDUIT SYSTEM

A When an application for Conduit Occupancy is submitted by the Licensee, a Prelicense Survey by the Licensor will be required to determine the availability of the Conduit System to accommodate Licensee's communications facilities. Licensor will advise the Licensee in writing of the estimated charges that will apply for such Prelicense Survey and receive written authorization and advance payment from the Licensee before undertaking such a survey. A representative of the Licensee may accompany the Licenser's representative on the field inspection portion of such Prelicense Survey. Licensee shall have ninety (90) days from receipt of notice of the estimated charges to make the required payment and indicate its written authorization for completion of the required Prelicense Survey. Failure to respond in the specified period will result in cancellation of the application.

- Elicense applications received by Licensor from two or more Licensees for occupancy of the same Conduit System will be processed by Licensor in accordance with procedures detailed in APPENDIX
- The Licensor retains the right, in its sole judgment, to determine the availability of space in a Conduit System. In the event the Licensor determines that rearrangement of the existing facilities in the Conduit System is required before the Licensee's Communications Facilities can be accommodated. Licensor will advise the Licensee in writing of the estimated Make-Ready charges that will apply for such rearrangement work. Licensee shall have ninety (90) days from the receipt of such written notification to make the required payment and provide its written authorization for completion of the required Make-Ready Work. Failure to respond within the specified period will result in cancellation of the application.
- In performing all Make-Ready Work to accommodate Licensee's communications facilities. Licensor will endeavor to include such work in its normal work load schedule.

Article X CONSTRUCTION, MAINTENANCE AND REMOVAL OF POLE ATTACHMENT

- A Licensee shall, at its own expense, construct and maintain its attachments on Licensor's poles in a safe condition and in a manner reasonably acceptable to Licensor, so as not to conflict with the use of the Licensor's poles by Licensor or by other authorized users of Licensor's poles, nor electrically interfere with Licensor's facilities attached thereto.
- B. Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by Licensoe's attachments. Where multiple licensees' attachments are involved. Licensor will attempt to the extent practical, to designate the same relative position on each pole for Licensee's attachments.

- C. Licensee shall obtain specific written authorization from Licensor, which shall not be unreasonably withheld or delayed, before relocating, materially altering or replacing its attachments or overlashing its own cable on Licensor's poles.
- D. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto.
- E. Licensee, at its expense, will remove its attachments from any of Licensor's poles within thirty (30) days after termination of the license covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period. Licensor shall have the right to remove such attachments at Licensee's expense and without any liability on the part of the Licensor for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of Licensor.

Article XI CONDUIT OCCUPANCY

- A. Licensee must obtain prior written authorization from Licensor, which shall not be unreasonably withheld or delayed, before installing, removing or performing maintenance of its communications facilities in any of Licensor's conduit systems. Licensor reserves the right to specify what, if any, work shall be performed by Licensor. Any work performed by Licensor shall be at the expense of Licensee and shall be accomplished within a time period agreed upon by the parties.
- B In the event of an emergency, Licensee shall observe the procedure outlined at APPENDIX governing entry into Licenson's manhole(s).
- C Licensor shall designate the particular duct(s) to be occupied by Licensee, the location and manner in which Licensee's communications facilities will enter and exit the conduit system and the location and manner of installation for any associated equipment which Licensor permits in the conduit system. Licensor reserves the right to exclude or limit the type, number and physical size of Licensee's communications facilities which may be placed in Licensor's conduit system; provided, however, that Licensor shall provide Licensee with a written explanation of any such exclusion or limitation so imposed.
- D Licensor's manhole(s) shall be opened only as permitted by Licensor's authorized employees or agents. Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manhole(s) and conduct work operations therein. Licensee's employees, agents or contractors will be permitted to enter or work in Licensor's manhole(s) only when an authorized employee or agent of Licensor is present or the Licensor's authorized

employee or agent has determined the Licensee's work will not affect Licensor's equipment. Licensor's authorized employee or agent shall have the authority to suspend Licensee's work operations in and around manhole(s) if in the sole discretion of said employee or agent, any hazardous conditions arise, any unsafe practices are being followed, or the work may adversely affect Licensor's equipment. Licensee shall pay Licensor reasonable charges, as agreed by the parties, to compensate Licensor for the expense of providing an employee or agent to observe the performance of work for Licensee in and around manhole(s). The presence of Licensor's authorized employee or agent shall not relieve Licensee of its responsibility to conduct all work operations in and around Licensor's manhole(s) in a safe and workmanlike manner, in accordance with the terms of this Agreement.

- E Licensee, at its expense, will remove its communications facilities from a conduit system within sixty (60) days after:
 - 1) termination of the license covering such conduit occupancy; or
 - 2) the date Licensee replaces its existing facilities in one duct with substitute facilities in another duct.

If Licensee fails to remove its facilities within the specified period, Licensor shall have the right to remove such facilities at Licensee's expense and without any liability on the part of the Licensor for damage or injury to such facilities unless caused by the negligence or intentional misconduct of Licensor.

F Licensee shall remain liable for and pay to the Licensor all fees and charges pursuant to provisions of this Agreement until all of Licensee's facilities are physically removed from Licensor's conduit system.

Article XII TERMINATION OF LICENSE

Licensee may at any time remove its attachments from a pole after first giving Licenser written notice of its intent to effect such removal and any fees shall be prorated to date of removal. Following such removal, no attachment shall again be made to such pole until Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

Article XIII
INSPECTION OF POLE ATTACHMENTS

- A Licensor reserves the right to make reasonable periodic inspections of any part of Licensee's attachments, including guying, attached to Licensor's poles at Licensee's cost and with prior notice to Licensee as described herein.
- B Licensor will give Licensee advance written notice of such inspections, except in those instances where safety considerations justify the need for such air inspection without the delay of waiting until a written notice has been forwarded to Licensee. In such case Licensor shall provide reasonable non-written notice to licensee.
- C. The making of periodic inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

Article XIV UNAUTHORIZED ATTACHMENTS

- A If any of Licensee's attachments shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding. Licensor, without prejudice to its other rights or remedies under this Agreement, including termination of licenses, may impose a charge and require Licensee to submit in writing, within 15 days after receipt of written notification from Licensor of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by the Licensor within the specified time period, Licensee may be required at Licensor's option to remove its unauthorized attachment or occupancy within thirty (30) days of the final date for submitting the required application, or Licensor may at Licensor's option remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee.
- For the purpose of determining the applicable charge, any unauthorized pole attachment or conduit system occupancy shall be treated as having existed for a period of 2 years prior to its discovery or from the time of the last inspection date or for the period beginning with the effective date of this License Agreement, whichever period shall be the shorter.
- C. Notwithstanding anything to the contrary in this Agreement, Licensee acknowledges that the placement of unauthorized pole attachments or the unauthorized occupancy of conduit systems will cause Licensor to incur expenses or damages that may be difficult or impossible to quantify. In addition to any other rights or remedies available to Licensor pursuant to this Article XIV. Licensee shall pay to Licensor as liquidated damages and not as a penalty a one-time charge of \$50.00 per unauthorized pole attachment and, in the case of unauthorized conduit occupancy, a one-time charge of \$500.00 per duct run.

measured manhole to manhole. The parties hereby agree that said liquidated damages are a reasonable pre-estimate of Licenson's probable loss.

- Pees and charges for pole attachments and conduit system occupancies, as specified herein and in APPENDIX—as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the pole attachment or conduit occupancy.
- No act or failure to act by Licensor with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

Article XV

- A Licensor reserves to itself; its successors and assigns the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements subject to its obligations under this Agreement. Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communications services arising in any manner out of the use of Licensor's poles except from Licensor's negligence or willful misconduct.
- Licensee shall exercise caution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and Licensee assumes all responsibility for any and all loss from such damage caused by the negligent acts or willful misconduct of Licensee's employees, agents or contractors. Licensee shall make an immediate report to Licensor and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.
- C Each party (the "Indemnitor") shall defend, indemnify and save harmless the other (the "Indemnitee") against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with this Agreement (including reasonable attorney's fees) including, but not limited to those which may be imposed upon, incurred by or asserted against the Indemnitee by reason of (a) any work or thing done upon the poles licensed hereunder or any part thereof performed by the Indemnitor or any of its agents, contractors, servants, or employees; (b) any use, occupation, condition operations of said poles or any part thereof by the Indemnitor or any of its agents, contractors, servants, or employees; (c) any act or omission on the part

of the Indemnitor or any of its agents, contractors, servants, or employees, for which the Indemnitee may be found liable. (d) any accident, injury (including death) or damage to any person or property occurring upon said poles or any part thereof arising out of any use thereof by the Indemnitor or any of its agents, contractors, servants, or employees; or (e) any failure on the part of the Indemnitor to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement unless caused by the negligence or intentional misconduct of Indemnitee.

- Neither party shall be liable for indirect, consequential, special or punitive damages of any kind.
- The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued thereunder.

Article XVI

- A Licensee shall carry insurance to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in Article XV preceding.
- B The amounts of such insurance, shall be as follows:
 - 1 against liability due to damage to property shall not be less than \$1,000,000 as to any one occurrence and \$1,000,000 aggregate, and
 - 2 against liability due to injury to or death of person shall not be less than \$3,000,000 as to any one person and \$3,000,000 as to any one occurrence.
- C Licensee shall also carry such insurance as will protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it.
- All insurance must be effective before Licensor will authorize Licensee to make attachments to any pole and shall remain in force until such attachments have been removed from all such poles.
- Elicensee shall submit to Licensor certificates of insurance including renewal thereof, by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; that such certificates name the Licensor as an additional insured under the public liability policy; that it will not cancel or change any such policy of insurance issued to

Licensee except after the giving of not less than sixty (60) days written notice to Licenson.

Article XVII AUTHORIZATION NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of an exclusive authorization, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any pole covered by this Agreement provided there is no interference with the rights granted to Licensee hereunder.

Article XVIII ASSIGNMENT OF RIGHTS

- A Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of Licensee's successors, without the prior written consent of Licensor, which shall not be unreasonably withheld or delayed.
- B. In the event such consent or consents are granted by Licensor, then this Agreement shall extend to and bind the successors and assigns of the parties hereto.

Article XIX FAILURE TO ENFORCE

Failure of a party to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

Article XX TERMINATION OF AGREEMENT

- A If Licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement, or if Licensee's facilities are maintained or used in violation of any law and Licensee shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance. Licensor may terminate the authorizations covering the poles as to which such default or noncompliance shall have occurred.
- B In the event of termination of this Agreement, Licensee shall remove its attachments from Licensor's poles within six (6) months from date of termination;

provided, however, that Licensee shall be liable for and pay all fees to Licensor pursuant to the terms of this Agreement until Licensee's attachments are removed from Licenser's poles.

C. If Licensee does not remove its attachments from Licensor's poles within the applicable time period specified in this Agreement, Licensor shall have the right to remove them at the expense of Licensee and without any liability on the part of Licensor to Licensee therefor, except for the negligence or willful misconduct of Licensor, and Licensee shall be liable for and pay all fees to Licensor pursuant to the terms of this Agreement until such attachments are removed.

Article XXI TERM OF AGREEMENT

- A This Agreement shall remain in effect for a term of _______year(s) from the date nereof. Licensee shall have the option to renew this Agreement for an additional ______year period upon providing Licensor thirty (30) days written notice prior to the termination date.
- Termination of this Agreement shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.
 Termination of any license issued pursuant to this Agreement shall not affect any remaining licenses issued hereunder.

Article XXIII

The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of Florida, excluding its conflict of laws provisions.

Article XXIII ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement may not be modified or amended other than by a written instrument executed by both parties.

Article XXIV

All written notices required under this Agreement shall be given by posting the same in first class mail as follows:

ATTACHMENT 1 DOCKET NO. 970345-TP

10 Licensee.	100	
	Attn:	
with a copy to:	Teleport Communications Go One Teleport Drive Staten Island, New York 10: Attn: General Counsel	
To Licensor: (Payments Only)		
	Attn:	
To Licensor: (AllOthers)		-

ATTACHMENT 1 DOCKET NO. 970345-TP

IN WITNESS WHEREOF, the	parties	hereto nave	executed	this Ag	reement on
the day and year first above written.					

LICENSEE	LICENSOR	
87	By:	1
Title,	Title:	X

1996
BellSouth Rental Rates for Poles & Conduit

			CATV	
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		\$400	\$ / Post / Year	
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outh Carolina	129	47		
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Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description:

Provides the connection from the serving central office to a subscriber's promises. It is engineered to most the same parameters as a residence or business exchange access line.

Information relative to multiplexing of the Unbundled Exchange Access Loop is described in Attachment C-16 following.

Statutet:	Alebama		All the last	Florida			Georgia		
Rate Elements	Headley	Piret	Addi	Microsoft 1	Piret	Addi	10000	Benrésurring C Firgt	Age I
Unbunded Exchange Access Loss	\$25 00	\$140.00	\$45 00	\$17.00	\$140 00	\$45 00	\$25 00	\$140.00	\$45.00
Unburided Exchange Access IOC - Fined - 1 - 8 Miles - 9 - 25 Miles - Over 25 Miles	\$30.00 \$2.06 \$2.00 \$1.95	997 00 N/A N/A N/A	NA NA NA	\$28 90 \$1 65 \$1 60 \$1 56	SET CO NA NA NA	NA NA NA	\$22.00 \$2.00 \$2.00 \$1.00	\$108.00 N/A N/A N/A	NA NA NA

State(s):	Kentustor			Louisiana			Mississiani			
Rate Elements	-	First	Addi	-	Piret	Add1	-	Firet	Addi	
Unbunded Exchange Assess Lasp	121 00	\$140.00	146 00	125 00	\$140 00	\$45.00	\$25.00	\$140.00	\$45 00	
Unburded Exchange Access ICC - Fixed - 1 - 8 Miles - 9 - 25 Miles - Over 25 Miles	\$30.00 \$2.00 \$2.00 \$1.95	SES CO- NAA NAA	NA NA NA	\$30.00 \$2.05 \$2.00 \$1.95	NA	MA NA NA	\$30 00 \$2 00 \$2 00 \$1 00	SSS GD NVA NVA NVA	NA NA NA	

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Unbunded Exchange Access Loop	\$30.03	\$140.00	\$46.00	\$25.00	\$140 00	141 00	\$25 00	\$140 00	\$45 00	
Unbunded Exchange Access ICC - Fined - 1 - 8 Miles - 9 - 25 Miles - Over 25 Miles	\$11.85 \$2.16 \$2.16 \$2.16	571 57 MA MA	1999	100 200 200 110	NA.	1111	55 GB	NA NA	7777	

Unbundled Products and Services and New Services

Service: Channelization System for Unbundled Exchange Access Loops

Description:

This new rate element provides the multiplexing function for Unbundled Exchange Access Leeps. It can convert up to 96 voice grade leeps to DS1 level for connection with the ALEC's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DS1 level to customer premise) or on a non-concentrated basis (delivers at 4 DS1 level to customer premise) at the customer.

In addition to the following rate elements, 1.544 Mbps local channel and/or intereffice channel facilities may be required as set forth in E7 of BellSouth Telecommunication's, inc.'s intrastate Access Service Tariff for non-collected ALECs.

Statelet	Alicens			Fieride			Course			
Rate Elements	Reta	Nemrecurring First	Charge Add1	Monthly	Netrocurring First	Charge Add1	Monthly	Nonrecurring First	Charge	
Unbunded Loss Channelization System (DS1 to VG), Per System	\$575.00	\$525.00	NA	\$595.00	\$490.00	NA	\$555.00		N/A	
Central Office Channel Interfece (circuit specific plug-in equipment), 1 per circuit	\$1.70		14.00	\$1 70	\$700	\$7.00	\$1 70	97 (0)	\$7.00	

Statetel	Kashaha		10 (0)11/19	Louisiana	RENAMED BY	ENGINEE .	Wastedland		
Rate Clamants	Reta	Piret	Chargo Add1	Monthly Reta	Nestropurring Fires	Charge Add1	Healthy Age	First	Charge Add1
Unbunded Loop Charmeteson System (DS1 to VG), Per System	\$540.00	5405 00	\$	\$530 00	\$510.00	3	\$980 00	\$450.00	NA.
Central Office Channel Interface (circuit seacific plug-in equipment), 1 per circuit	1100	28.00	9800	\$1 90	98.00	54.00	\$1.70	\$6.00	\$6.00

Shroatet:			B.Covellee	1 2 1 2 2 2	Terresian				
Rate Clements	10000	First	Charge Add1	Red P	Fire	Charge		Neuropurring First	Charge Add1
Unbunded Lose Channelization System (DS1 to VG), Per System	9946.00	\$475.00	NA	\$520 00	\$460.00	ă.	\$530.00	\$520 00	NA
Central Office Chennel Interface (circuit speaks plug-in equipment), 1 per circuit	51.00	\$7.00	97 00	\$1.00	26.00	94.00	\$1.60	\$6.00	58 00

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports

Description: An exchange part is the capability derived from the central office switch

hardware and software required to permit and users to transmit or receive information over SelfSouth's public switched natwork. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone

capability.

In addition, a BallSouth provided part with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combinded with other services available in BallSouth's intrestate Access Service Tartiffs as technically fessible.

When an Unbundled Port is connected to BellSouth provided collected loops, cross-connection rate elements are required as set forth in Section 29 of BellSouth Telecommunications's, inc.'s interstate Access Tariff, FCC No.1.

Allegano		SHAPPY E	Plette		Georgia	
Rote Elements	Rate	Per	Rote Clements	Reto	Rate Company	Posts
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United States		mema Addima	Usago-(878) - 45, ma. - 4657 ma.		Usago (STS) -0000 per cel - per mendo er	\$0 03
B (1-10 mass) C (11-18 mass)	50 G2 50 G5	he me Add me Inches Add me			Festion Period	\$6 02
D (17-22 miss & esseng LCA decorded in A3 8 greater than 22 ml.)	30.10	INC. MA. Addi ma.				
E (23-30 miss)		hat ma				
F (31-40 miss)	80.10	ME MA				
G (Special Bord)*	80.10	MALMAL Addings				

[&]quot; in account to the local casing decembed in A3 of Bellbeuth's General Bulbourber Service Tords, if any way contain in an exchange is located within 40 miles of any way center in the engineting eathering, lead cating will be provided from the engineting containing and cating will be provided from the entire engineting containings. The usage alterges for Band G are appreciated for extension product their 46 miles.

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports (Cont'd)

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Bueness Pert	\$10.00	1 - 556	Duenate Part	87 00		
PBX Trunk Port	\$10.00	500	PEX Trunk Pest	\$7.00		
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and calls to county seet greater than 16 miles)		ted men. Addit men				
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(17-30 miss)	80 05 max
(17-30 mags) >30 mags	80 10 mgs

Unbundled Products and Services and New Services

Service: Local Calling Area Boundary Guide

Description: Provided to ALECs to seelet in deployment of numbers on their network to conform with BellSouth existing

local calling area geographics.

Rate(s): No Charge

ATTACHMENT 'D'

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by US LEC for the purposes of resale to US LEC end users shall be available at the following discount off of the retail rate.

	DISCOUNT				
STATE	RESIDENCE	BUSINESS			
ALABAMA	10%	10%			
FLORIDA	18%	12%			
GEORGIA	20.3%*	17.3%*			
KENTUCKY	10%	8%			
LOUISIANA	11%	10%			
MISSISSIPPI	9%	8%			
NORTH CAROLINA	12%	9%			
SOUTH CAROLINA	10%	9%			
TENNESSEE	11%	9%			

"The Georgia discount is subject to change as a result of final resolution of the order of the Georgia Public Service Commission, issued June 12, 1996.

Discounts will not apply to: Unbundled port service; nonrecurring charges; federal or state subscriber line charges; inside wire maintenance plans; pass-through charges (e.g., N11 end user charges); and taxes