

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for approval of resale, interconnection, and unbundling agreement negotiated by BellSouth Telecommunications, Inc. with Interstate Telephone Company, pursuant to Sections 251, 252, and 271 of the Telecommunications Act of 1996.

DOCKET NO. 970888-TP
ORDER NO. PSC-97-1332-FOF-TP
ISSUED: October 27, 1997

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KIESLING
JOE GARCIA

ORDER APPROVING RESALE, INTERCONNECTION,
AND UNBUNDLING AGREEMENT

BY THE COMMISSION:

On July 16, 1997, BellSouth Telecommunications, Inc. (BST) and Interstate Telephone Company (Interstate Telephone) filed a request for approval of an resale, interconnection, and unbundling agreement under the Telecommunications Act of 1996, 47 U.S.C. §252(e) of the Telecommunications Act of 1996 (the Act). The agreement is attached to this Order as Attachment A and incorporated by reference herein.

Both the Act and Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. Under the requirements of 47 U.S.C. § 252(e), negotiated agreements must be submitted to the state commission for approval. Section 252(e)(4) requires the state to reject or approve the agreement within 90 days after submission or it shall be deemed approved.

DOCUMENT NUMBER-DATE
11041 OCT 27 97
FPSC-RECORDS/REPORTING

ORDER NO. PSC-97-1332-FOF-TP
DOCKET NO. 970888-TP
PAGE 2

This agreement covers a two-year period and governs the relationship between the companies regarding local interconnection and the exchange of traffic pursuant to 47 U.S.C. § 251. Under 47 U.S.C. § 252(a)(1), the agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement.

Upon review of the proposed agreement, we find that it complies with the Telecommunications Act of 1996; thus, we hereby approve it. BST and Interstate Telephone must file any supplements or modifications to their agreement with the Commission for review under the provisions of 47 U.S.C. § 252(e). We note that approval of this agreement does not constitute a determination that BST has met the requirements of Section 271 of the Telecommunications Act. Additionally, we note that Interstate Telephone does not currently hold a Florida certificate to provide alternative local exchange telecommunications services, and therefore, it cannot provide alternative local exchange telecommunications services under this agreement until it obtains a certificate.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the resale, interconnection, and unbundling agreement between BellSouth Telecommunications, Inc. and Interstate Telephone Company, as set forth in Attachment A and incorporated by reference in this Order, is hereby approved. It is further

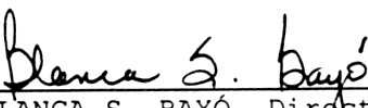
ORDERED that any supplements or modifications to this agreement must be filed with the Commission for review under the provisions of 47 U.S.C. § 252(e). It is further

ORDERED that Interstate Telephone Company shall not provide services under this agreement until it obtains a certificate to provide alternative local exchange telecommunications services from this Commission. It is further

ORDERED that this docket shall be closed.

ORDER NO. PSC-97-1332-FOF-TP
DOCKET NO. 970888-TP
PAGE 3

By ORDER of the Florida Public Service Commission, this 27th
day of October, 1997.



BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

KMP

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

**INTERCONNECTION AGREEMENT
BETWEEN INTERSTATE TELEPHONE GROUP AND
BELLSOUTH TELECOMMUNICATIONS, INC.**

TABLE OF CONTENTS

	<u>PAGE</u>
I. <u>RECITALS AND PRINCIPLES</u>	1
II. <u>SCOPE OF THE AGREEMENT</u>	2
III. <u>DEFINITIONS</u>	2
IV. <u>ACCESS TO UNBUNDLED NETWORK ELEMENTS</u>	2
A. <u>General Requirements</u>	3
B. <u>Interconnection with Network Elements</u>	3
C. <u>Order Processing</u>	6
D. <u>Conversion of Exchange Service to Network Elements</u>	8
E. <u>Service Quality</u>	9
F. <u>Network Information Exchange</u>	10
G. <u>Maintenance and Trouble Resolution</u>	10
H. <u>Billing for Network Elements</u>	12
I. <u>Addition of Network Elements</u>	13
V. <u>LOCAL TRAFFIC INTERCONNECTION ARRANGEMENTS</u>	13
A. <u>Types of Local Traffic to Be Exchanged</u>	13
B. <u>Designated Points of Interconnection</u>	14
C. <u>Facilities for Local Interconnection</u>	16
D. <u>Trunking and Signaling</u>	17
E. <u>Network Management</u>	21
F. <u>Local Number Assignment</u>	23
G. <u>Cross-Connection to Other Collocators</u>	23
VI. <u>LOCAL TRAFFIC EXCHANGE</u>	24
A. <u>Exchange of Traffic</u>	24
B. <u>Compensation</u>	24
C. <u>Transited Traffic</u>	24
VII. <u>MEET-POINT BILLING ARRANGEMENTS</u>	25
A. <u>Applicability of OBF Guidelines</u>	25
B. <u>Meet-Point Interconnection</u>	26
C. <u>Tariffs</u>	27
D. <u>Billing and Data Exchange</u>	27
E. <u>Toll Free DXC Traffic</u>	29
F. <u>MPB Billing Percentages</u>	29
G. <u>Special Arrangements</u>	29
VIII. <u>TOLL TRAFFIC INTERCONNECTION</u>	30

TABLE OF CONTENTS (cont'd)

IX.	<u>NUMBER RESOURCE ARRANGEMENTS</u>	31
X.	<u>ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY</u>	33
XI.	<u>ANCILLARY SERVICES AND PLATFORM ARRANGEMENTS</u>	34
	A. <u>800 Traffic</u>	34
	B. <u>911/E-911</u>	35
	C. <u>Provision of Operator Services</u>	37
	D. <u>Transfer of Service Announcements</u>	37
	E. <u>Coordinated Repair Calls</u>	38
	F. <u>Busy Line Verification and Interrupt</u>	38
	F.1 <u>Description</u>	38
	F.2 <u>Compensation</u>	39
	G. <u>Directory Assistance (DA)</u>	39
	G.1 <u>Description</u>	39
	G.2 <u>Compensation</u>	39
	H. <u>Directory Listings and Directory Distribution</u>	39
	I. <u>Access to Signaling and Signaling Databases</u>	40
XII.	<u>TELEPHONE NUMBER PORTABILITY ARRANGEMENTS</u>	41
XIII.	<u>DISCONNECTION OF CUSTOMERS</u>	45
XIV.	<u>RESALE OF BELLSOUTH LOCAL EXCHANGE SERVICES</u>	45
XV.	<u>RESPONSIBILITIES OF THE PARTIES</u>	46
XVI.	<u>NETWORK DESIGN AND MANAGEMENT</u>	47
XVII.	<u>TERM</u>	48
XVIII.	<u>IMPLEMENTATION OF AGREEMENT</u>	50
XIX.	<u>UNIVERSAL SERVICE</u>	50
XX.	<u>FORCE MAJEURE</u>	50
XXI.	<u>LIABILITY AND INDEMNIFICATION</u>	50
XXII.	<u>MOST FAVORABLE PROVISIONS</u>	53
XXIII.	<u>DEFAULT</u>	56

TABLE OF CONTENTS (cont'd)

XXIV. <u>NONDISCLOSURE</u>	57
XXV. <u>ARBITRATION</u>	58
XXVI. <u>WAIVERS</u>	59
XXVII. <u>GOVERNING LAW</u>	59
XXVIII. <u>ARM'S LENGTH NEGOTIATIONS</u>	59
XXIX. <u>NOTICES</u>	60
XXX. <u>ENTIRE AGREEMENT</u>	60
ATTACHMENT A (RESERVED FOR FUTURE USE)	61
ATTACHMENT B (Definitions)	1
ATTACHMENT C-1 (Collocation Rates)	15
ATTACHMENT C-2 (Unbundled Exchange Access Loops)	20
ATTACHMENT C-3 (Loop Channelization)	23
ATTACHMENT C-4 (Unbundled Exchange Ports)	24
ATTACHMENT C-5 (Signalling Rates)	27
ATTACHMENT C-6 (LIDB Storage)	28
ATTACHMENT C-7 (LIDB Validation)	7
ATTACHMENT C-8 (Directory Listings)	8
ATTACHMENT C-9 (911 Access)	9
ATTACHMENT C-10 (Operator Call Processing Access Service)	10
ATTACHMENT C-11 (Directory Assistance Access Service)	11
ATTACHMENT C-12 (CMDS Hosting)	14
ATTACHMENT C-13 (Non-Sent Paid Report System)	3

TABLE OF CONTENTS (cont'd)

ATTACHMENT D (SPNP-RCF Interim Rates)	4
ATTACHMENT E (SPNP-DID Interim Rates)	6
ATTACHMENT F (Blanket Agency Agreement)	8

**INTERCONNECTION AGREEMENT
BETWEEN INTERSTATE TELEPHONE GROUP AND BELL SOUTH
TELECOMMUNICATIONS**

Pursuant to this Interconnection Agreement (Agreement), the telecommunications entities set forth in Attachment A hereto (referred to as the "Carrier" or "Carriers"), and BellSouth Telecommunications, Inc. ("BellSouth") (collectively, "the Parties") agree to extend certain interconnection arrangements to one another within each LATA in which they both operate. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties and is not inconsistent with Sections 251, 252 and 271 of the Telecommunications Act of 1996. The Agreement represents a negotiated compromise and is entered without prejudice to any positions which either party has taken, or may take in the future, before any legislative, regulatory, judicial or other governmental body.

I. RECITALS AND PRINCIPLES

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

WHEREAS, Carrier is a competitive local exchange telecommunications company (CLEC) which is authorized or plans to become authorized to provide local telecommunications services in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, the interconnection and interoperability of the Parties' respective local networks is required to facilitate the introduction of local exchange service competition and fulfill the objectives of the Telecommunications Act of 1996 (Telecommunications Act); and

WHEREAS, universal connectivity and interoperability between competing telecommunications carriers is necessary for the termination of traffic on each carrier's network; and

WHEREAS, the Parties intend that BellSouth should unbundle certain basic network elements and make them available for purchase by Carrier; and

WHEREAS, the Parties agree that this Agreement shall be filed with the appropriate state commissions in compliance with Section 252 of the Telecommunications Act;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Carrier and BellSouth hereby covenant and agree as follows:

II. SCOPE OF THE AGREEMENT

This Agreement will govern the interconnection arrangements between the Parties to facilitate the interconnection of their facilities and the connection of local and interexchange traffic in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. This agreement will further govern the unbundling of BellSouth network elements in the same states.

III. DEFINITIONS

The definitions contained in Attachment B are intended to define and govern how the technical terms included therein are used in this Agreement. However, except as provided herein, the inclusion or exclusion of any particular definition is not intended by either party to limit, or to define technical interface, reliability, performance or throughput parameters for the network elements that both Parties expect to interconnect and interoperate.

The minimum performance, reliability, throughput and operational characteristic of elements identified herein, as well as physical and logical interface standards utilized, unless otherwise specifically provided herein, are according to generally accepted industry standards as defined by the ITU (ISO/CCITT), ANSI, or the Network Management Forum, whichever is more specific. Where standards are not yet fully defined, the Parties agree to take reasonable steps to insure that interface designs are modularized and retrofitable to any pending standard at the least cost to the interconnecting Parties.

IV. ACCESS TO UNBUNDLED NETWORK ELEMENTS

BellSouth shall unbundle Network Elements used in the provision of a telecommunications service and offer them for resale to Carrier as provided hereafter. Carrier shall be entitled to request, and BellSouth shall provide, access to any such unbundled Network Element(s). BellSouth shall unbundle and separately price and offer those elements such that Carrier will be able to lease and interconnect to whichever of these unbundled Network Elements Carrier requires, and combine the BellSouth-provided Network Elements with any facilities and services that Carrier may itself provide or obtain from other telecommunications carriers, in order

to offer telecommunications services to other telecommunications carriers and end users. Such Network Elements shall be offered as provided hereafter.

A. General Requirements

- A.1 The Parties hereto mutually understand and agree that the array of Network Elements is steadily evolving and expanding. The initial set of Network Elements and attendant services to be made available by BellSouth hereunder is included as Attachment C hereto. Network Elements will be provided subject to the rules, terms and conditions expressed in this Article and in Attachment C. It is understood, however, that either Party may add Network elements to the listing contained in Attachment C as the BellSouth network changes or additional Network Elements are identified. It is especially acknowledged, without limitation, that the list of Network Elements may be expanded by either Party to include Network Elements identified in relevant FCC or state commission regulations or orders, or made available by BellSouth to other telecommunications carriers pursuant to other interconnection agreements. The addition or inclusion of additional Network Elements shall be made in accordance with subsection IV.I hereof.
- A.2 Without limitation, BellSouth agrees to provide Carrier access to all Network Elements identified in Attachment C hereto. Wherever technically feasible, interconnection shall be offered at both the line and trunk side of each discrete Network Element. It is agreed that interconnection will be made available by BellSouth to Carrier at any technically feasible point. BellSouth must implement physical and logical interconnection points consistent with generally accepted industry standards.
- A.3 The initial pricing of the initial unbundled Network Elements shall be as set forth in Attachment C, except that initial pricing of unbundled loops, switch ports and other network elements will be established through state commission arbitration as provided in Article XXV hereof and Attachment C hereto. The initial pricing may be revised by mutual agreement or at Carrier's election pursuant to Article XXII hereof.
- A.4 It is agreed that Carrier may combine network elements purchased hereunder as required to provide any local, toll or access service. If Carrier recombines network elements to mirror existing retail service, as defined by the applicable state commission, the resale rate shall apply.

B. Interconnection with Network Elements

- B.1 Interconnection shall be achieved via collocation arrangements Carrier shall maintain at a BellSouth wire center or other BellSouth network point.
- B.2 At Carrier's discretion, each unbundled loop or port element shall be delivered to the Carrier collocation arrangement over an individual 2-wire hand-off, in multiples of 24 over a digital DS-1 hand-off in any combination or order Carrier may specify, in multiples of 672 over a digital DS-3 hand-off in any combination or order Carrier may specify, or through other technically feasible and economically comparable hand-off arrangements requested by Carrier (e.g., SONET STS-1 hand-off). Economically comparable as used in this section refers to an economically comparable effect upon Carrier and is not meant to ensure an equivalent revenue stream or contribution level to BellSouth.
- B.3 BellSouth will permit Carrier to collocate DLC systems in conjunction with collocation arrangements Carrier maintains at a BellSouth wire center, for the purpose of interconnecting to unbundled loop elements. Carrier will have the option of purchasing BellSouth unbundled transport (at any transmission level) between placed equipment and the Carrier network.
- B.4 Carrier shall access BellSouth's unbundled loops via collocation at the BellSouth wire center where those elements exist. Each loop or port shall be delivered to Carrier's collocation by means of a cross connection.
- B.5 BellSouth shall provide Carrier access to its unbundled loops at each of BellSouth's Wire Centers. In addition, if Carrier requests one or more loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a loop concentrator, BellSouth shall, where available, move the requested loop(s) to a spare, existing physical loop at no charge to Carrier. If, however, no spare physical loop is available, BellSouth shall within seventy-two (72) hours of Carrier's request notify Carrier of the lack of available facilities. Carrier may then, at its discretion, make a network element request for BellSouth to provide the unbundled loop through the demultiplexing of the integrated digitized loop(s). Special constructions may apply in this situation. Carrier may also

make a network element request for access to unbundled loops at the loop concentration site point. Attachment D hereto shall not apply to unbundled loops provided pursuant to this subsection.

- B.6 Where BellSouth utilizes digital loop carrier (DLC) technology to provision the loop element of an unbundled exchange service to an end user customer who subsequently determines to assign the loop element to Carrier and receive Exchange Service from Carrier via such loop, BellSouth shall deliver such loop to Carrier on an unintegrated basis, pursuant to Carrier's chosen hand-off architecture, without a degradation of end user service or feature availability as supported by Carrier's chosen hand-off architecture.
- B.7 Except as otherwise specified herein, all dedicated transport-based features, functions, service attributes, grades-of-service, install, maintenance, and repair intervals which apply to BellSouth's bundled local exchange service shall apply to unbundled loops.
- B.8. Except as otherwise specified herein, all switch-based features, functions, service attributes, grades-of-service, and install, maintenance, and repair intervals which apply to BellSouth's bundled local exchange service shall apply to unbundled ports.
- B.9 BellSouth will permit any customer to convert its bundled local service to an unbundled element or service and assign such unbundled element or service to Carrier with no penalties, rollover, termination or conversion charges to Carrier or the customer, except as specifically provided in Attachment C-2 hereto or pursuant to the terms of a specific customer service agreement, if BellSouth waives like charges and penalties for any other telecommunications carrier (unless superceded by government action).
- B.10 BellSouth will permit Carrier to collocate remote switching modules and associated equipment in conjunction with collocation arrangements Carrier maintains at a BellSouth wire center, for the purpose of interconnecting to unbundled loop or link elements.
- B.11 When available to any other telecommunications carrier or other customer, BellSouth shall provide Carrier with an appropriate on-line electronic file transfer arrangement by which Carrier may place, verify, and receive confirmation on orders for unbundled elements, and issue and track trouble-ticket and repair requests associated with unbundled elements. In the

interim, batch file arrangements specified in BellSouth's current Facilities Based Carrier Operating Guide (FBOG) shall apply. EXACT electronic interface is the preferred method by which to order unbundled elements. BellSouth shall provide Carrier with the ability to order any defined network element using OBF or other mutually agreed upon ordering/provisioning codes.

- B.12 It is expressly agreed that interconnection will be afforded equally regardless of the transmission medium selected by the interconnector, i.e., digital or analog loops, conditioned circuits, ISDN, SONET, etc., so that networks and applications can evolve unencumbered by the available degree of interconnectivity when such elements are available.
- B.13 Wherever technically possible, it is expressly agreed and understood that BellSouth will provide interconnection on both the line side and trunk side of each unbundled Network Element. Where interconnection is ordered to the line side of a Network Element, interconnection shall be on a hard-wired (not software driven) basis.
- B.14 The Parties shall attempt in good faith to mutually devise and implement a means to extend the unbundled loop sufficient to enable Carrier to use a collocation arrangement at one BellSouth location per LATA (e.g., tandem switch) to obtain access to the unbundled loop(s) at another such BellSouth location over BellSouth facilities.
- B.15 BellSouth shall develop a process to identify the carrier for each unbundled loop and establish automated intercompany referral and/or call hand-off processes for an additional charge. In addition, BellSouth will not in any way hinder Carrier from deploying modern DLC equipment (TR303) throughout Carrier's portion of the unbundled loop/transport network.

C. Order Processing

- C.1 Carrier shall place orders for unbundled loops (and other network elements) through completion and submission of a service request specified in the FBOG.
- C.2 Order processing for unbundled loops will be fully mechanized.
- C.3 Particular combinations of elements, hereafter referred to as combinations, identified and described by Carrier can be ordered and provisioned as

combinations, and not require the enumeration of each element within that combination in each provisioning order, consistent with OBF or other mutually agreed upon procedures.

- C.4 Appropriate ordering/provisioning codes will be established for each identified combination, consistent with OBF or other mutually agreed upon procedures.
- C.5 When combinations are ordered where the elements are currently interconnected and functional, those elements will remain interconnected and functional (except for the integrated SLC).
- C.6 When available, BellSouth will provide Carrier with the ability to have the BellSouth end office AIN triggers initiated via a service order from Carrier.
- C.7 Carrier and BellSouth will negotiate in good faith to create a mutually acceptable standard service order/disconnect order format, consistent with OBF or other mutually agreed upon procedures.
- C.8 BellSouth shall exercise best efforts to provide Carrier with the "real time" ability to schedule installation appointments with the customer on-line and access to BellSouth's schedule availability beginning in the second calendar quarter of 1997. In the interim, BellSouth will make best effort to install unbundled loops and other network elements by the Customer Desired Due Date (CDDD) where facilities permit. Service requests with shorter intervals than normal intervals or those that require out-of-hours provisioning may be subject to additional charges.
- C.9 When available to any other telecommunications carrier or other customer, BellSouth shall provide "real time" response for firm order confirmation, due date availability/scheduling, dispatch required or not, identify line option availability by Local Service Office (LSO) (such as digital copper, copper analog, ISDN), completion with all service order and time and cost related fees, rejections/errors on service order data element(s), jeopardies against the due date, missed appointments, additional order charges (construction charges), order status, validate street address detail, and electronic notification of the local line options that were provisioned. This applies to all types of service orders and all network elements.

- C.10 BellSouth will provide to Carrier escalation procedures for ordering and provisioning. If an expedite is requested by Carrier on the customer's behalf, normal expedite charges shall apply.

D. Conversion of Exchange Service to Network Elements

- D.1 Installation intervals for service established via Unbundled loops will be handled in the same timeframe as BellSouth provides services to its own customers, as measured from date of customer order to date of customer delivery. BellSouth will make best effort to install unbundled loops and other network elements by the Customer Desired Due Date (CDDD) where facilities permit. Service requests with a shorter than standard interval or those that require out-of-hours provisioning may be subject to additional charges.
- D.2 On each unbundled network element order in a wire center, Carrier and BellSouth will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a 180 minute window within which both the Carrier and BellSouth personnel will make telephone contact to complete the cutover.
- D.3 Within the appointed 180 minute cutover time, the Carrier contact will call the BellSouth contact designated to perform cross-connection work and when the BellSouth contact is reached in that interval, such work will be promptly performed.
- D.4 If the Carrier contact fails to call or is not ready within the appointed interval and if Carrier has not called to reschedule the work at least eight (8) hours prior to the start of the interval, BellSouth and Carrier will reschedule the work order.
- D.5 If the BellSouth contact is not available or not ready at any time during the 180 minute interval, Carrier and BellSouth will reschedule
- D.6 The standard time expected from disconnection of a live Exchange Service to the connection of the unbundled element to the Carrier collocation arrangement is 15 minutes

- D.7 If unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cut-over, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the customer are the responsibility of Carrier.
- D.8 If Carrier has ordered Service Provider Number Portability (SPNP) as part of an unbundled loop installation, BellSouth will coordinate implementation of SPNP with the loop installation.
- D.9 If BellSouth provides in practice shorter scheduling lead times and/or cutover windows than those specified in this section for the same services for another carrier, it will do the same for Carrier.

E. Service Quality

- E.1 At a minimum, the service quality of leased network elements should match that of BellSouth's own elements and conform to all Bellcore and ANSI requirements applicable to the type of service being provided. In addition, BellSouth will provide maintenance services on network elements purchased by Carrier which are timely, consistent and at parity with that provided when such elements are used for its own purposes.
- E.2 Maintenance support shall be available 7 days a week, 24 hours a day. Provisioning support shall be available at the same times at which BellSouth installs its own bundled local exchange services.
- E.3 Installation and service intervals shall be the same as when BellSouth provisions such network elements for use by itself, its affiliates or its own retail customers.
- E.4 In facility and power outage situations, BellSouth agrees to provide network elements leased by Carrier the same priority for maintenance and restoral as similar elements used by BellSouth for itself or its affiliates.
- E.5 The Parties agree that all interconnection arrangements and services will at a minimum be subject to technical standards which are equal to those that BellSouth affords to itself, any other LEC or other telecommunications carrier. This must, at a minimum, include parity in:
- Port features
 - Treatment during overflow/congestion conditions

- Equipment/interface protection
- Power redundancy
- Sufficient spare facilities to ensure provisioning, repair, performance and availability
- Mediation functions
- Standard interfaces

F. Network Information Exchange

- F.1 BellSouth shall provide Carrier with information sufficient to determine an end user's existing service and feature configurations.
- F.2 BellSouth shall provide information to Carrier on a continuing basis required to keep Carrier apprised of engineering changes associated with BellSouth's network elements and its deployment of new technologies.
- F.3 BellSouth shall provide Carrier with a detailed description of the criteria and procedures used for handling facility and power outages.
- F.4 Where permitted by law, BellSouth will provide Carrier with electronic (magnetic tape and/or diskette) and hard copies of its Master Street Address Guide (MSAG), and any regular updates thereof.
- F.5 BellSouth will provide Carrier with access to a listing and description of all services and features available down to street address detail, including: Type of Class 5 switch by CLLI, line features availability by LSO, and service availability by LSO, as well as the data elements required by BellSouth to provision all such services and features.

G. Maintenance and Trouble Resolution

- G.1 Where available to other telecommunication service providers, Automated interfaces shall be provided into a centralized operations support systems database for real time network monitoring to proactively identify potential service degradation. Such systems must monitor and report on the integrity of the BellSouth network, isolate troubles and initiate repair operations, test individual unbundled loops and generate maintenance and repair notices that impact any end user's ability to complete calls. Ongoing maintenance practices on unbundled loops shall equal the practices employed by BellSouth for facilities used to provide retail services. BellSouth will use its best efforts to ensure that the mean time to repair unbundled loops shall be equivalent to the mean time to repair reported by BellSouth for its retail customers.
- G.2 Service centers shall be established by both Parties to handle service issues, escalations, resolution of billing issues and other administrative problems.
- G.3 The Parties agree to establish a real time automated industry standard electronic interface (EBI) to perform the following functions:
- Trouble Entry
 - Obtain Trouble Report Status
 - Obtain Estimated Time To Repair (ETTR) and ILEC Ticket Number
 - Trouble Escalation
- G.4 The Parties agree to adopt a process for the efficient management of misdirected service calls.
- G.5 BellSouth will provide Carrier with numbers for the appropriate repair center until such time as a center is established to act as Carrier's single point of contact for all maintenance functions which will operate on a 24 hour a day, 7 days a week basis.
- G.6 BellSouth will be responsible for all reported trouble and will perform required test and/or maintenance until such trouble report is turned back to Carrier.
- G.7 BellSouth's established maintenance escalation policy shall apply in resolving maintenance trouble.

- G.8 BellSouth shall perform Mechanized Loop Tests (Quick Test) at the request of Carrier while Carrier is on line.
- G.9 BellSouth shall provide progress status reports sufficient to enable Carrier to provide end user customers with detailed information and an estimated time to repair (ETTR).
- G.10 BellSouth will close all trouble reports with Carrier. Carrier will close all trouble reports with the end user.
- G.11 BellSouth will not undertake any work at an end user's request for which Carrier would be charged without obtaining the prior approval of Carrier. This includes authorizations by Carrier if a dispatch is required to the customer premises as well as verification of actual work completed. Carrier will coordinate dispatches to the customer premises. This includes dispatches for customer not-at-home.
- G.12 All Auto/Subscriber Line Tests (ALIT/SLIT) tests performed on Carrier customers that result in a failure will be reported to Carrier.
- G.13 BellSouth will ensure that all applicable alarm systems that support Carrier customers are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified. BellSouth will respond to Carrier customer alarms consistent with how and when they respond to alarms for their own customers.
- G.14 Nondiscriminatory emergency restoration and disaster recovery plans will be developed consistent with TSR essential line procedures. The plans should outline methods for the restoration of each central office in the local network provider territory as well as contain site specific restoration alternatives which can be implemented based on the magnitude of the disaster. Each plan should incorporate at a minimum the following elements:
- a. A BellSouth single point of contact which shall be:
 - Responsible for notification of the Carrier work center
 - Responsible for the initiation of BellSouth's restoration plan
 - Responsible for status and problem resolution during the entire restoration process
 - b. A restoration equipment dispatch plan which will establish a:

- Documented procedure on how equipment will be dispatched to the restoration site
 - Estimated maximum time for the restoration equipment to arrive on site
- c. Prior notification of any scheduled maintenance activity performed by the local supplier that may be service affecting to Carrier local customers (*i.e.*, cable throws, power tests, *etc.*).

H. Billing for Network Elements

H.1 BellSouth will bill all unbundled elements and associated services purchased by Carrier (either directly or by previous assignment by a customer) on no more than two (2) consolidated statements per Point of Interconnection (POI) with sufficient billing detail to enable Carrier to reasonably audit such charges.

H.2 Invoices must be presented monthly in a Carrier Access Billing Systems (CABS) and/or Customer Record Information System (CRIS) format in order to facilitate standard industry auditing practices. Carrier and BellSouth will agree on the flow and format of CARE records for correct provisioning and billing to EXCs.

I. Addition of Network Elements

Carrier may request that BellSouth allow purchase and interconnection of additional Network Elements at any time by making a demand in writing including a proposed revised Attachment C. BellSouth will respond in writing within thirty (30) days of receipt of such a request, and either accept or reject the service request. BellSouth may not refuse to make the requested Network Element available if its availability is required by FCC or state commission requirements, the Network Element is provided to any other telecommunications carrier, or interconnection is technically feasible and failure to obtain access to such Network Element might impair the ability of Carrier to provide telecommunications services. Pricing of such additional elements shall be provided within forty-five (45) days of receipt of the request for service, and shall be in accordance with the requirements of 47 U.S.C. § 252(d)(1). Actual interconnection and provision of service shall be provided within ninety (90) days of receipt of the service request.

V. LOCAL TRAFFIC INTERCONNECTION ARRANGEMENTS

A. Types of Local Traffic to Be Exchanged

The Parties agree to provide the necessary facilities and equipment to allow for the exchange of the following types of traffic between BellSouth and Carrier:

- A.1 Local Exchange: Local traffic to be terminated on each party's local network so that customers of either party have the ability to reach customers of the other party without the use of access codes.
- A.2 Exchange Access: The offering of access to telephone exchange services or facilities-based origination and termination of intraLATA or interLATA toll services.
- A.3 IXC Transit: BellSouth shall provide intermediary network access service between Carrier and any IXC for the purpose of completing interLATA or intraLATA toll traffic.
- A.4 Other Transit Functions: BellSouth shall provide intermediary tandem switching and transport services for Carrier's connection of its end user to a local end user of other CLECs, other ILECs, and wireless telecommunications providers.
- A.5 Intelligent Network and Network Surveillance: BellSouth shall provide open logical interconnection points to AIN/TN interface in their network based on the agreements reached at the IILC Issue 026. BellSouth must also provide access to monitoring, surveillance and other fraud control functions in its network.
- A.6 Other Services: BellSouth shall provide connection and call routing for 911, directory assistance, and operator assistance services.

B. Designated Points of Interconnection

The Parties shall designate Points of Interconnection (POIs) on each other's networks. Carrier shall at a minimum designate a POI at each BellSouth access tandem serving the local calling area of the exchanges being served by Carrier. Carrier may designate additional POIs within a BellSouth local calling area and BellSouth will not unreasonably refuse to interconnect at each such designated POI.

BellSouth may designate a POI at one or more of Carrier's local switching centers within each LATA in which Carrier is providing local service. If no Carrier local switching center is located within such LATA, the Parties will arrange a POI at a mutually agreed point within such LATA. Carrier will not unreasonably refuse to interconnect at a POI designated by BellSouth.

- B.1 Interconnection will be available at any technically feasible point that is used in the transmission of voice, data or other types of traffic.
- B.2 Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area Carrier desires to serve for interconnection to those end offices that subtend the access tandem. At its discretion, Carrier may elect to interconnect directly at any BellSouth end offices for interconnection to end users served by that end office. 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 where available. 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 where technically feasible.
- B.3 In accordance with Section V.C hereafter, collocation arrangements will be established which are suitable for use in Carrier/BellSouth local interconnection and Carrier access to unbundled BellSouth network components. Allowable collocation equipment includes transmission and concentrating equipment.
- B.4 In accordance with Section V.D hereafter, the Parties agree to establish trunk groups such that each Party provides a reciprocal of each trunk group established by the other Party. The Parties agree to install efficient and sufficient facilities to carry traffic (1) to route calls originating on its network and terminating on the other carrier's network to its POI, and (2) to route calls originating on the other local exchange carrier's network, but terminating on its network from that carrier's POI, and will work cooperatively to ensure such. Notwithstanding the foregoing, each Party

may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.

- B.5 Each Party shall be responsible for routing calls to the POI for termination via the other's facilities. Each Party shall bear its own costs related to installation at the POI. Carrier may establish POIs on the BellSouth network via a negotiated expanded interconnection arrangement or via leased transport between the Carrier network and the BellSouth access tandem. BellSouth may establish POIs on the Carrier network via an expanded interconnection arrangement at the Carrier local switching center or via leased transport between an Carrier expanded interconnect arrangement and an Carrier local switching center.
- B.6 Either Party may use the POI for the interconnection of other types of services, such as toll services, subject to the applicable rates for such interconnection.
- B.7 BellSouth may not impose any restrictions on traffic types delivered to or from the POI(s). Notwithstanding the foregoing, the Parties hereto agree that no interexchange access services traffic will be exchanged as local traffic hereunder.
- B.8 Once traffic is delivered to the POI, it is the terminating carrier's responsibility to terminate the traffic to its end users. Calls should be terminated using the same network, ensuring the same quality of service, as the carrier provides its own customers.
- B.9 Except as specifically provided for in Attachment C-1 hereto neither Party will charge the other reconfiguration charges for new installations at existing POIs.
- B.10 BellSouth will absorb any applicable nonrecurring charges incurred by Carrier as a result of network redesigns/reconfigurations initiated by BellSouth to its own network.

C. Facilities for Local Interconnection

- C.1 The parties agree there are four appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons, because of space limitations or at the option of the Party requesting interconnection; (2) physical collocation;

(3) interconnection via purchase of facilities from either party by the other party; and (4) mid fiber meet. Rates and charges for collocation are set forth in Attachment C-1 hereto and applicable provisions of BellSouth's access service tariffs.

- C.2 Each Party hereto at its election shall have the sole right and discretion to specify any one of the following methods for interconnection at the POI:
- a. a mid-fiber meet in a manhole or other appropriate junction point inside, near to, or just outside the wire center designated as the POI, in which case the Party requesting interconnection shall additionally have the sole right and discretion to effect such meet by leasing from a third party, fiber facilities into the POI mid-fiber meet junction point (*i.e.*, virtual collocation);
 - b. a collocation facility which it maintains at the other Party's POI wire center (*i.e.*, physical collocation);
 - c. a collocation facility maintained at the POI wire center by a third party with whom the Party requesting interconnection has contracted for such purpose; or
 - d. a digital transport facility(ies) leased from the other Party hereto under the most favorable contract or tariff terms offered, where such facility(ies) extends to the POI from some second point designated by the Party requesting interconnection.

The Party requesting interconnection may, upon 60 days' advance written notice to the other Party, change from one of the interconnection methods specified above to another of the networks specified above. A mutually acceptable third party contractor can be employed by the Party making the change to implement such changes, in which case no conversion or rollover charges will be assessed by the other party.

- C.3 Existing Carrier special access collocation arrangements with BellSouth shall be available for use by Carrier in the provision of switched services hereunder at no additional charge to Carrier.
- C.4 Carrier may at its option replace current virtual collocation arrangements at any location with physical collocation arrangements. The Parties agree that no termination penalties or liabilities will apply to the termination of

existing virtual collocation arrangements. A mutually acceptable third party contractor can be employed by the Party making the change to implement such a replacement, in which case no conversion, installation or non-recurring charges will be assessed by the other Party.

D. Trunking and Signaling

- D.1a. The Party receiving traffic for termination can elect to receive the traffic in one of two ways: (a) over separate trunks for local and non-local; or (b) on combined trunks; provided that separate trunk groups shall be utilized where the delivering party is unable to furnish an auditable percent local usage (PLU) factor to the party receiving the traffic on a quarterly basis.
- b. If direct end office trunking with combined trunks is used, the Parties will work cooperatively to develop a procedure for accurately determining the amount of interLATA access traffic for proper application of switched access charges.
- D.2 Trunking shall be available to any switching center designated by either carrier: including end offices, access tandems, 911 routing switches, directory assistance/operator services switches, or any other feasible point in the network. The Parties shall have the option for either one-way or two-way trunking. Directionality in this case refers to the traffic flowing between two networks, not to the logical or physical configuration of the trunk. All trunks should be configured two way for testing purposes.
- D.3 Trunking can be established to tandems or end offices or a combination as mutually agreed. Normally, trunking will be at the DS-1 level. On a trunk group specific basis, the Parties may agree to establish trunking at higher (e.g., DS-3) levels. Initial trunking will be established between the Carrier local switching centers and the BellSouth access tandems. The Parties will utilize direct end office trunking under the following conditions:
- a. BellSouth tandem exhaust - If a BellSouth access tandem to which Carrier is interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Carrier and BellSouth subscribers.

- b. Traffic volumes - The Parties shall install and retain direct end office trunking sufficient to handle actual or reasonably forecast traffic volumes, whichever is greater, between an Carrier local switching center and a BellSouth end office where traffic between such points exceeds or is forecast to exceed 125,000 minutes of local traffic per month. The Parties will install additional capacity between such points when overflow traffic between the Carrier switching center and BellSouth access tandem exceeds or is forecast to exceed 125,000 minutes of local traffic per month.
 - c. Mutual agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (a) or (b) above and agreement will not unreasonably be withheld.
- D.4 The Parties will provide Common Channel Signaling (CCS) information to one another, where and as available, at no charge, in conjunction with all
- POI trunk groups. The Parties will cooperate in the exchange of Transaction Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided including calling party number (CPN), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored. Where available, network signaling information such as Carrier Identification Parameter (CCS platform), at the standard tariff rates, and CIC/OZZ information (non-CCS environment) will be provided wherever such information is needed for call routing or billing. The Parties will follow all Ordering and Billing Forum (OBF) adopted standards pertaining to CIC/OZZ codes. Where CCS is not available, in-band multi-frequency (MF) wink start E&M channel associated signaling will be provided. Such MF arrangements will require a separate trunk group between Carrier's switch and one specified BellSouth switch.
- D.5 Carrier shall establish CCS interconnection with BellSouth signal transfer points (STPs) in each LATA, either directly or via an intermediary STP provider. Where the interconnection is via B-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge- BellSouth will not bill an STP port charge nor will BellSouth agree to pay a port charge; 2) SS7 Network Usage- BellSouth will bill SS7 Network Usage and will agree to pay usage billed by Carrier (to the extent that a flat rate

surrogate charge is billed by Carrier, it will not exceed BellSouth's charge);
3) SS7 Link- BellSouth will bill for only two links of each quad ordered.
Application of these charges in this manner reflects the reciprocal use of the two parties signaling networks.

Where the interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge- BellSouth will bill an STP port charge and does not agree to pay a termination charge at Carrier's end office; 2) SS7 Network Usage- BellSouth will bill for usage on its SS7 network and will not agree to pay for any usage billed by Carrier; 3) Link- BellSouth will bill full charges for each link in the A-link pair and will not agree to pay Carrier for any portion of those links.

- D.6 Carrier may opt at any time to terminate to BellSouth some or all local exchange traffic and intraLATA toll traffic originating on its network, together with switched access traffic, via Feature Group A, B, C or D Switched Access services which Carrier may otherwise purchase from BellSouth, subject to the rates, terms and conditions specified in BellSouth's applicable switched access tariffs. At no time shall Carrier be required to route outbound traffic via facilities for which a full retail or end user toll charge would be assessed when parallel FG-A, FG-B, FG-C, or FG-D routing, or routing via a different carrier exists which is capable of carrying and completing said traffic at more favorable rates.
- D.7 The Parties will cooperate to jointly plan for the deployment of intercompany 64 Kbps per second clear channel capability.
- D.8 Service arrangements hereunder shall be engineered to an objective, consistent P.01 or better grade of service at the peak busy hour.
- D.9 The Parties shall periodically exchange technical descriptions and trunk/traffic forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.
- D.10 BellSouth shall deliver intraLATA traffic originating from its subscribers and terminating to Carrier's subscribers via a combined two-way trunk group using facilities leased from Carrier on mutually agreeable terms.
- D.11 BellSouth will provide interconnection to and from intelligent network, signaling, monitoring, surveillance and fraud control points.

- D.12 BellSouth shall provide and implement all industry standard SS7 parameters as well as procedures that are defined in the ANSI standards, even if today's services do not specifically require these features. These functions shall include:
 - a. All functions of the ISUP, TCAP, SCCP, and MTP as specified in relevant BellCore specifications.
 - b. All functions of the OMAP; including MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).
- D.13 The Parties shall meet or exceed SS7 performance objectives as described in Bellcore TR-905 section 7, and MTP and SCCP performance as specified by ANSI.
- D.14 Either Party shall have the option for Multi-Frequency (MF) signaling, but only when either party does not have the technical capability to provide SS7 facilities.
- D.15 Other Signaling Requirements:
 - a. CIP shall be provided (CIC within the SS7 call set-up signaling protocol) at tariffed charges.
 - b. All mandatory SS7 signaling parameters must be provided including Calling Party Number (CPN). All privacy indicators must be honored.

E. Network Management

- E.1 The Parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, the exchange of appropriate information concerning network changes that affect services to the other Party, maintenance contact numbers and escalation procedures.
- E.2 The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

- E.3 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.
- E.4 The Parties will cooperate to determine the performance of their respective networks and will implement joint management controls to further overall service integrity.
- E.5 The Parties will jointly develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that traffic exchanged over the POI trunk groups experiences a consistent P.01 or better grade of service peak busy hour, and other appropriate, relevant industry-accepted quality, reliability and availability standards. Such plan shall also include mutually agreed upon standards for the configuration of segregated POI trunk groups. In addition, the plan shall also include standards and procedures for notification of trunk disconnections and discoveries of trunk disconnections. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time. The Parties will use their best collective good faith efforts to complete and agree on a Joint Interconnection Grooming Plan within 90 days following execution of this agreement.
- E.6 BellSouth will establish and adhere to competitive intervals for the delivery of FOCs, DLRs and facilities. Such intervals need to ensure that facilities are provisioned in time frames and according to standards that meet or exceed those that BellSouth provides to itself for its own network and end users. Intervals should not exceed the Customer Designated Date (CDD).
- E.7 Upon request, BellSouth will provide Carrier with read and write access to the BellSouth maintenance and trouble report systems including the following systems and/or functionality:
- Trouble reporting/dispatch capability - access must be real time
 - Repair status/confirmation; maintenance/trouble report systems
 - Planned/Unplanned outage reports
- E.8 Each Party has the duty to alert the other to any network events that can result or has resulted in service interruption, blocked calls, or changes in network performance, on a real time basis.

- E.9 BellSouth will adopt any multi-ILEC trouble management procedures and escalation processes developed by the NOF.
- E.10 The Parties will work cooperatively to plan and implement coordinated repair procedures for the local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.
- E.11 The Parties will provide each other with a trouble reporting number that is readily accessible and available 24 hours a day, 7 days a week. In addition, the Parties will provide each other test-line numbers and access to test lines.
- E.12 The quality of interconnection services should be no less than that provided by BellSouth for its own services.
- E.13 Installation and restoration of interconnection circuits by BellSouth for Carrier will be given equal priority as is given by BellSouth to similar services performed by BellSouth for any other telecommunications carrier.
- E.14 The time interval for installation of POIs by BellSouth will be negotiated on an ICB basis, subject to an agreement that installation of such POI's will be completed within a target of sixty (60) calendar days.
- E.15 Completion confirmation shall be provided to ensure that all necessary translation work is completed on newly installed facilities.
- E.16 The Parties shall periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.
- E.17 BellSouth will provide and update an electronic copy of their Switch Network ID Database with a complete list of features and functions by switch, NPA/NXXs, business/residence counts and identification, rate centers, etc.

F. Local Number Assignment

Carrier will assign telephone numbers to its customers using at least one NXX per BellSouth tariffed local exchange metropolitan area; provided, that sufficient quantities of numbering resources are made available to Carrier.

G. Cross-Connection to Other Collocators

Where one Party collocates in the wire center of the other Party, the Party operating the wire center shall allow the Party collocated at the wire center to directly interconnect to any other entity which maintains a collocation facility at that same wire center. The Party operating the wire center shall enable such interconnection by effecting a cross-connection between those collocation facilities, as jointly directed by the Party collocated at the wire center and the other collocated entity. For each such cross-connection, the Party operating the wire center shall charge one-half the otherwise applicable standard tariff or contract special access cross-connect rate to the collocated Party, and the identical rate to the other collocated entity. No other charges shall apply for such cross-connection.

VI. LOCAL TRAFFIC EXCHANGE

A. Exchange of Traffic

The Parties agree for the purpose of this Agreement only that local interconnection is defined as the delivery of local traffic to be terminated on each party's local network so that customers of either party have the ability to reach customers of the other party, without the use of any access code or delay in the processing of the call. Local traffic for these purposes shall include any telephone call that originates and terminates in the same LATA and is billed by the originating exchange outside of BellSouth's service area with respect to which BellSouth has a local interconnection arrangement with an independent LEC, with which Carrier is not directly connected. The Parties further agree that the exchange of traffic on BellSouth's Extended Area Service (EAS) shall be considered 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. Compensation

With the exception of the local traffic specifically identified in subsection (C) hereafter, each party agrees to terminate local traffic originated and routed to it by the other party. The Parties agree that BellSouth will track the usage for both companies for the period of the Agreement. BellSouth will provide copies of such usage reports to Carrier on a monthly basis. For purposes of this Agreement, the Parties agree that there will be no cash compensation exchanged by the parties

during the term of this Agreement unless the difference in minutes of use for terminating local traffic exceeds 2 million minutes per state on a monthly basis. In such an event, the Parties will thereafter negotiate the specifics of a traffic exchange agreement which will apply on a going-forward basis.

C. Transitted Traffic

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) a CLEC other than Carrier; (2) an ILEC other than BellSouth; or (3) another telecommunications company such as a wireless telecommunications service provider, the party performing the intermediary function will bill a \$0.002 per minute charge. However, BellSouth agrees that Carrier may cross-connect directly to such third Parties at the POI. In such an event, tariffed cross-connection non-recurring charges will apply, and no transitting charge will apply.

VII. MEET-POINT BILLING ARRANGEMENTS

Both Parties hereto provide interexchange access transport services to EXCs and other access service customers. Pursuant to the terms of this Agreement, and to the extent Carrier requires meet-point arrangements, Carrier will interconnect at selected BellSouth switches of its choosing for the purposes of providing certain Switched Access Services.

On such occasions, a portion of the access transport service will be provided by each of the Parties hereto. This section establishes arrangements intended to enable each of the Parties hereto to serve and bill their mutual Switched Access Service customers, on an accurate and timely basis. The arrangements discussed in this section apply to the provision of both interLATA and intraLATA Switched Access Services. It is understood and agreed that Carrier is not obligated to provide any of its Switched Access Service(s) through any specific access tandem switch or access tandem provider, and may at its sole discretion, with due notice to those affected, modify its serving arrangements on its own initiative.

A. Applicability of OBF Guidelines

Meet-point billing (MPB) arrangements shall be established between the Parties to enable Carrier to provide, at its option, Switched Access Services to third Parties via specified LEC switches, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein. These arrangements are intended to be used to provide Switched Access Service that originates and/or terminates on an Carrier-provided Exchange Service, where the transport component of the Switched Access Service is routed through specified BellSouth switches.

B. Meet-Point Interconnection

- B.1 The Parties shall establish MPB arrangements in each LATA or locality where switched services are provided by Carrier, between the correspondingly identified Rating Point/Switch pairs. BellSouth shall provide homing/subtending access tandem arrangements through the same (or a closely proximate) switching entity used for access services to BellSouth's end users. This does not foreclose the possibility that other mutually agreeable arrangements may be utilized by mutual agreement of the Parties where appropriate.
- B.2 At Carrier's discretion, interconnection for the MPB arrangement shall be established at the POI as described hereafter, at a collocation facility maintained by Carrier or an affiliate of Carrier at specified BellSouth switches, or at any point mutually agreed to by the Parties, consistent with the terms and conditions herein.
- B.3 Two-way meet point trunks which are separate from the local interconnection trunk groups will be established to enable Carrier and BellSouth to provide Exchange Access Services to DXCs via a BellSouth Central Office. No Party shall charge the other any amount for any meet point facilities unless one Party is ordering trunks from the other.
- B.4 Common Channel Signaling (CCS) shall be utilized in conjunction with meet-point billing arrangements to the extent such signaling is technically compatible with and economically reasonable to provide through the BellSouth switch, except that MF signaling shall be used on a separate trunk group for originating FGD access to Exchange Access Customers that uses the MF FGD signaling protocol. The Parties may establish CCIS interconnection either directly or through a third party.

- B.5 Carrier may establish CCS interconnections either directly or through a third-party. The Parties will exchange TCAP messages to facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions to its own end users. The Parties will provide all CCIS signaling, Billing Number, originating line information (OLI) and any other such similar service. For terminating FGD, BellSouth will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information, such as Transit Network Selection (TNS) parameter (CCIS platform) and OZZ/CIC information (non-CCIS environment) will be provided whenever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and OZZ/CIC codes.
- B.6 All originating Toll Free Service calls for which BellSouth performs the Service Switching Point (SSP) function (*e.g.*, performs the database query) shall be delivered by Carrier using GR-394 format over a trunk group designated for Toll Free Service. Carrier Code "0110" and Circuit Code of "08" shall be used for all such calls. In the event Carrier becomes a toll free service provider, BellSouth shall deliver traffic using the GR-394 format over a trunk group designated for Toll Free Service.
- B.7 All originating Toll Free Service calls for which Carrier performs the SSP function, if delivered to BellSouth, shall be delivered by Carrier using GR-394 format over the meet point trunk group for calls destined to DXCs, or shall be delivered by Carrier using GR-317 format over the Local Interconnection Trunk Group for calls destined to end offices that directly subtend BellSouth access tandems.
- B.8 Originating Feature Group B calls shall be delivered to BellSouth's tandem using the interLATA trunk groups.

C. Tariffs

Carrier and BellSouth will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs sufficient to reflect this MPB arrangement, including appropriate MPB percentages consistent with applicable industry standard practice and in accordance with Section VII.F hereafter.

D. Billing and Data Exchange

- D.1 Each Party shall implement the "Multiple Bill/Multiple Tariff" option in order to bill an IXC for the portion of the jointly provided telecommunications service provided by that Party. For all traffic carried over the MPB arrangement, each Party shall only bill the rate elements identified for it in this Agreement. For transport elements subject to billing percentages, each Party shall utilize the billing percentages discussed in Section III.C preceding and Section VII.F hereafter. The actual rate values for each element shall be the rates contained in that Party's own effective federal and state access tariffs. The Parties shall utilize complementary monthly billing periods for meet-point billing.
- D.2 BellSouth may charge the IXC for use of the entrance facility, the tandem switching and the mutually agreed portion of non-interconnection transport charges. BellSouth will not include an element for the Residual Interconnection Charge (RIC) and Carrier will be entitled to bill and collect the appropriate RIC and/or any other applicable rate elements.
- D.3 Each party will provide to the other access records sufficient to enable billing to the IXCs. Records shall be provided in the Exchange Message Record format, Bellcore Standard BR 010-200-010, as amended.
- D.4 BellSouth shall provide to Carrier the billing name, billing address, and CIC of the IXCs and copies of relevant IXC Access Service Requests (ASRs), in order to comply with the MPB notification process as outlined in the MECAB document, on an electronic medium basis using the EMR format.
- D.5 BellSouth shall provide Carrier, on a daily basis, switched access detail usage data (EMR Category 1101XX records) on magnetic tape or via electronic file transfer using EMR format, for calls from IXCs that have transited BellSouth's tandems and terminated to Carrier's switching center(s).
- D.6 Carrier shall provide BellSouth, on a monthly basis, switched access summary usage data (EMR Category 1150XX records) on magnetic tape or via electronic file transfer using EMR format, for calls to IXCs which originate at Carrier's switching center(s).

- D.7 The Parties will exchange test files to support the initial implementation of the meet point billing processes provided for in this Agreement. Exchange of test data will commence one week after AMA certification begins. These data shall be actual recorded usage records.
- D.8 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- D.9 If access usage data is not processed and delivered by either Party and sent to the other in a timely manner and in turn such other Party is unable to bill the DXC, the delivering Party will be held liable for the amount of lost billing.
- D.10 Errors may be discovered by Carrier, the DXC or BellSouth. Both BellSouth and Carrier agree to provide the other Party with notification of any discovered errors within seven (7) business days of the discovery. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon three (3) to twelve (12) months of prior usage data.
- D.11 The Parties shall not charge one another for the services rendered or information provided pursuant to this Section VII of this Agreement.

E. Toll Free IXC Traffic

MPB will apply for all traffic bearing the 800, 888, or any other non-geographic NPA which may be likewise designated for such traffic in the future, where the responsible party is an DXC. In those situations where the responsible party for such traffic is a LEC, full switched access rates will apply.

F. MPB Billing Percentages

The MPB billing percentage for each Carrier Rating Point shall be calculated according to the following formulas:

In any service jointly provided by BellSouth and Carrier for which meet point billing arrangements are adopted, the meet point billing percentages shall be based on the relative distances (i.e., airline mileage) between the meet point and the two rating points as follows:

$$\text{Carrier percentage} = \frac{a}{(a+b)}$$

$$\text{BellSouth percentage} = \frac{b}{(a+b)}$$

where "a" is the airline mileage between the relevant Carrier rating point (e.g., serving switch) and the meet point and "b" is the airline mileage between the BellSouth rating point and the meet point.

G. Special Arrangements

- G.1 In a few instances, the involvement of yet a third provider of switched access may be needed for particular traffic. For purposes of customer billing, when three or more LECs are involved in the transmission of a particular message, the intermediate carriers will have no rating point, and the relevant mileage measurement is between the two end points.
- G.2 In the case of IXC traffic terminating to Carrier ported numbers, the Parties will, unless IXC actual minutes of use can be measured, account for access revenue on a state-by-state basis by using verifiable BellSouth/Carrier interstate and intrastate minutes of use reported on the applicable ARMIS report at the total IXC access rates applicable to BellSouth less the BellSouth/Carrier meet point access minutes at the meet point billing access rates applicable to BellSouth, with no other subtractions.
- G.3 If either Party provides intermediary functions for network access service connection between an IXC and another Party, each Party will provide their own network access services to the IXC on a meet-point basis. The meet-point billing arrangement will be through the multiple bill. Each Party will bill its own network access services rates to the IXC with the exception of the residual interconnection charge. Each Party shall bill 50% of its residual interconnection charges in such case.

VIII. TOLL TRAFFIC INTERCONNECTION

- A. The delivery of interexchange 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 the other Party's tariffed 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 rate shall be the rate in effect when the traffic is terminated.

- B. For originating and terminating interexchange toll traffic, each Party shall pay the other Party's tariffed switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in the Parties' respective access services tariffs as those tariffs are amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If Carrier is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses Carrier as an interexchange carrier on a 10XXX basis, BellSouth will charge Carrier the appropriate tariff charges for originating network access services. If BellSouth is serving as the Carrier end user's presubscribed interexchange carrier or if the Carrier end user uses BellSouth as an interexchange carrier on a 10XXX basis, Carrier will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

IX. NUMBER RESOURCE ARRANGEMENTS

- A. Nothing in this Agreement shall be construed to in any manner limit or otherwise adversely impact either Party's right to request and be assigned any North American Numbering Plan (NANP) number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee (INC) as INC 95-0407-008, Revision 4/7/95, formerly ICCF 93-0729-010), or to independently, and in a technically compatible manner, establish and publish in any and all switched telecommunications industry routing and rating databases, by tariff or otherwise, Rate Centers Rating Points, destination switching entity/office and routing/tandem information corresponding to such NXX codes.
- B. During any period under this Agreement in which it serves as the NANP administrator for its territory, BellSouth shall ensure that Carrier has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers, and will assist Carrier in applying for NXX codes for its use in providing local exchange services. 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. Carrier 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.
- C. If during the term of this Agreement BellSouth is no longer the NANP administrator, the Parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

- D. Each Party agrees to make available to the other, up-to-date listings of its own assigned NPA-NXX Codes, along with associated rating points and rate centers.
- E. It shall be the responsibility of each Party to program and update its switches and network systems pursuant to the local exchange routing guide (LERG) and other switched telecommunications industry guidelines to recognize and route traffic to the other Party's assigned NXX codes using that party's preferred routing at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly defined in this Agreement.
- F. Each Party shall be responsible for notifying its customers of any changes in dialing arrangements due to NPA exhaustion. Neither party shall be obligated to adopt the specific end user dialing plan of the other.
- G. Administration and assignment of numbers will be moved to a neutral third party in the future. In the interim, while BellSouth is still administering numbering, the following will apply:
 - 1. BellSouth will assign NXXs to Carrier on a nondiscriminatory basis and on the same basis as to itself.
 - 2. No restriction is placed on the ability to assign NXXs per rate center.
 - 3. Testing and loading of Carrier's NXXs' should be the same as BellSouth's own.
 - 4. BellSouth cannot discriminate in the allocation of number and types of NXXs assigned to Carrier.
 - 5. BellSouth will assign NXXs to Carrier without the imposition of charges that are not imposed upon itself.
 - 6. BellSouth will load NXXs according to industry guidelines, including the terminating LATA in which the NXXs/rate center is located.
 - 7. Until such time that number administration is moved to an independent third party, BellSouth will provide routine reporting on NXX availability, fill rates, and new assignments.

8. In the event of NPA-NXX splits, it is agreed that Carrier may continue use of the pre-existing NPA-NXX for existing customers.
9. BellSouth will supply Carrier with copies of its Local Calling Area Boundary Guide, including all updates thereto.
10. All BellSouth services provided to Carrier pursuant to this Article will be at no charge to Carrier.

X. ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY

- A. BellSouth agrees to provide to Carrier, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, and right-of-way owned or controlled by BellSouth. BellSouth agrees to provide access at rates, terms and conditions which are no less favorable than those provided to any other telecommunications service provider or cable television provider (CATV), including those provided to itself or its affiliates.
- B. BellSouth must provide access to its unbundled network interface device.
- C. When BellSouth has equipment on, over or under public or private property, it will permit the use of such equipment by Carrier on an equal and nondiscriminatory basis.
- D. Any authorizations to attach to poles, overloading requirements, or modifications to the conduit system or other pathways to allow access to and egress from the system shall not be hindered, restricted or unreasonably withheld or delayed. Such access and use shall be on terms and conditions identical to those that BellSouth provides to itself and its affiliates for the provision of exchange, exchange access and interexchange services.
- E. BellSouth agrees to take no action to intervene against, or attempt to delay, the granting of permits to Carrier for use of public rights-of-way or access with property owners.
- F. Any costs for improvements to/expansions of poles, etc., should be prorated on a nondiscriminatory and neutral basis among and all users of the facility.
- G. No application fees will apply.

- H. Fees will be fixed for term of contract.
- I. BellSouth will provide routine notification of changes to poles, conduits, and rights-of-way.
- J. BellSouth will provide open access to current pole-line prints, and conduit prints, make available maps of conduit and manhole locations, and allow manhole/conduit break-outs, and audits to confirm usability.
- K. BellSouth will provide regular reports on the capacity status and planned increase in capacity of each of these access channels to facilitate construction planning.
- L. BellSouth will provide information on the location of, and the availability to access conduit, poles, etc., when Carrier requests such information, within ten (10) working days after the request.
- M. The Parties agree to enter a Standard License Agreement incorporating specific rates, terms and conditions consistent with the foregoing.

XI. ANCILLARY SERVICES AND PLATFORM ARRANGEMENTS

A. 800 Traffic

- A.1 BellSouth agrees to compensate Carrier, pursuant to Carrier's published originating switched access charges, including the database query charge, for the origination of 800 and 888 traffic (combined "800") terminated to BellSouth.
- A.2 Carrier will provide to BellSouth the appropriate records necessary for BellSouth to bill BellSouth's intraLATA 800 customers. The records provided by Carrier will be in a standard EMR format for a fee, paid by BellSouth to Carrier, of \$0.015 per record.
- A.3 If Carrier provides 800 services to its end users during the term of this Agreement, it agrees to compensate BellSouth, pursuant to BellSouth's originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to Carrier. BellSouth agrees to provide Carrier the appropriate records for Carrier to bill its 800 customers. The records provided will be in a standard EMR format for a fee, paid by Carrier to BellSouth, of \$0.015 per record.

- A.4 If during the term of this Agreement, BellSouth is permitted to provide interLATA 800 services, BellSouth will compensate Carrier for the origination of such traffic in accordance with the above.
- A.5 If Carrier utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in the applicable BellSouth Access Services Tariff, as said tariff is amended from time to time during the term of this Agreement.
- A.6 Should Carrier 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. Carrier shall utilize SS7 Signaling links, ports and usage from BellSouth's interstate access services tariff. 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 DXC identification function and delivery of call to the DXC based on the dialed ten digit number. The rates and charges for said services shall be as set forth in the applicable BellSouth access services tariff as said tariff is amended from time to time during the term of this Agreement.

B. 911/E-911

- B.1 The Parties agree to interconnect with each other to provide Basic 911 and E-911 emergency calling services consistent with the terms of Attachment C-9 hereto.
- B.2 For Basic 911 service, BellSouth will provide to Carrier a list consisting of each municipality in each state that subscribes to Basic 911 service. The list will also provide, if known, the E-911 conversion date for each county and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each county subscribing to 911. Carrier 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. Carrier will route that call to BellSouth at the appropriate tandem or end office. When a county converts to E-911 service, Carrier shall discontinue the Basic 911 procedures and begin the E-911 procedures, set forth in subsection B.4 below.

- B.3 For E-911 service, Carrier shall install a minimum of two dedicated trunks originating from Carrier's serving wire center and terminating to the appropriate E-911 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 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. Carrier will provide BellSouth daily updates to the E-911 database.
- B.4 If a municipality has converted to E-911 service, Carrier will forward 911 calls to the appropriate E-911 tandem, along with ANI, based upon the current E-911 end office to tandem homing arrangement as provided by BellSouth. If the E-911 tandem trunks are not available, Carrier 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.
- B.5 BellSouth will provide Carrier with an electronic interface from which Carrier may input and update subscriber records in the E-911 database. BellSouth shall also provide Carrier with an automated interface to access its Automatic Location Identification (ALI) database.
- B.6 BellSouth and Carrier agree that the practices and procedures contained in the E-911 Local Exchange Carrier Guide For Facility-Based Providers (LEC Carrier Guide) shall determine the appropriate procedures and practices of the Parties as to the provision of 911/E-911 Access. The LEC Carrier Guide shall at a minimum include, or BellSouth shall separately provide, 911 database update procedures and 911 trunk restoration procedures.
- B.7 If Carrier requires transport to the BellSouth 911 tandem, Carrier may, at Carrier's option, purchase such transport from BellSouth at rates set forth in either BellSouth's intrastate switched access services tariff or intrastate special access services tariff.
- B.8 BellSouth and Carrier will cooperatively arrange meetings to answer any technical questions that municipal or county coordinators may have regarding the 9-1-1/E-911 portions of this Agreement.

- B.9 Where BellSouth is responsible for maintenance of the E-911 database and can be compensated for maintaining Carrier's information by the municipality, BellSouth shall seek such compensation. BellSouth may seek compensation for its costs from Carrier only if and to the extent BellSouth is unable to obtain such compensation from the municipality.
- B.10 Nothing herein shall be construed to prevent Carrier from opting to route Basic 911 and E-911 calls to an alternative emergency call service bureau, to provide such services itself, or to route such calls directly to a Public Safety Answering Point (PSAP).

C. Provision of Operator Services

- C.1 BellSouth will offer to Carrier Operator Call Processing Access Service BLV/BLVT Service and Directory Assistance Access Services. Rates, terms and conditions are set forth in section VI.F for BLV/BLVT Service, Attachment C-11 for Directory Assistance Access Services, and Attachment C-10 for Operator Call Processing Access Services. Each such attachment is incorporated herein by this reference.
- C.2 BellSouth also will offer to Carrier CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-12 and Attachment C-13, incorporated herein by this reference.

D. Transfer of Service Announcements

When an end user customer changes from BellSouth to Carrier, or from Carrier to BellSouth, and does not retain its original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service at no charge to the other Party. This announcement will provide details on the new number to be dialed to reach this customer.

E. Coordinated Repair Calls

Carrier and BellSouth will employ the following procedures for handling misdirected repair calls:

- E.1 Carrier and BellSouth will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus.
- E.2 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end user will be provided the correct contact telephone number. In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services. Either Party shall respond with accurate information in answering customer questions.
- E.3 Carrier and BellSouth shall provide their respective repair contact numbers to one another on a reciprocal basis.

F. Busy Line Verification and Interrupt

F.1 Description

- a. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide Busy Line Verification (BLV) and Busy Line Verification and Interrupt (BLVI) services on calls between their respective end users.
- b. Carrier will route BLV and BLVI traffic to the BellSouth access tandem. BellSouth will route BLV and BLVI traffic to the Carrier access tandem.

F.2 Compensation

Each Party shall charge the other Party for BLV and BLVI at the effective rates contained in BellSouth's applicable Local Interconnection Services Tariff(s).

G. Directory Assistance (DA)

G.1 Description

At Carrier's request, BellSouth will:

- a. Provide to Carrier, over TOPs trunks, unbranded (or Carrier-branded, where available) directory assistance service which is comparable in every way to the directory assistance service BellSouth makes available to interexchange carriers.
- b. In-conjunction with subparagraph (a) above, provide caller optional directory assistance call completion service which is comparable in every way to the directory assistance call completion service BellSouth generally makes available to its end users, to the extent BellSouth generally offers such service to its end users.
- c. BellSouth will provide Carrier operators on-line access to BellSouth's DA database.

G.2 Compensation

Initial rates, terms and conditions for DA Services shall be as provided in Attachment C-11 hereto.

H. Directory Listings and Directory Distribution

- H.1 Subject to the execution of an agreement between BellSouth's affiliate, BellSouth Advertising and Publishing Co. (BAPCO), and Carrier in a form substantially similar to that attached as Attachment C-8, (1) Carrier's customers' primary listings shall be included in the appropriate white page (resident and business) listings or alphabetical directories, as well as the directory assistance database, (2) Carrier's business subscribers' listings will be included in all appropriate yellow pages or classified directories.

and (3) copies of directories shall be delivered to Carrier's customers; all without charge.

H.2 BellSouth shall provide Carrier with a magnetic tape or computer disk containing the proper format to employ in submitting directory listings and daily updates. Carrier shall provide BellSouth with its directory listings and daily updates to those listings (including new, changed and deleted listings) in a mutually acceptable format. BellSouth shall include Carrier's customers in the directory assistance database associated with the areas in which Carrier provides exchange services within the same time frame as BellSouth includes its own customers in such databases.

H.3 BellSouth and its Affiliates will afford Carrier's directory listings information the same level of confidentiality which BellSouth affords its own directory listing information, and BellSouth shall ensure that access to Carrier's customer proprietary confidential directory information will be limited solely to those employees who immediately supervise or are directly involved in the processing and publishing of listings and directory delivery. BellSouth will not use Carrier's directory listings for the marketing of BellSouth's telecommunications services.

I. Access to Signaling and Signaling Databases

- I.1 BellSouth will offer to Carrier use of its SS7 signaling network and signaling databases on an unbundled basis at the rates included in Attachment C-5 hereto. Signaling functionality will be available with both A-link and B-link connectivity.
- I.2 BellSouth agrees to input NXX assigned to Carrier into the Local Exchange Routing Guide (LERG).
- I.3 BellSouth will enter Carrier line information into its Line Information Database (LIDB) pursuant to the terms and conditions contained in Attachment C-6 hereto, incorporated herein by this reference. Entry of line information into LIDB will enable Carrier's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.
- I.4 BellSouth will provide Carrier with access to LIDB for call and card validation purposes pursuant to the rates, terms and conditions contained in Attachment C-7 hereto, as amended hereafter to include unbundled local loops.

1.5 If Carrier utilizes BellSouth's 800 database for query purposes only applicable BellSouth tariffed rates will apply.

XII. TELEPHONE NUMBER PORTABILITY ARRANGEMENTS

- A. The Parties agree to provide interim Service Provider Number Portability (SPNP) on a reciprocal basis between their networks to enable their end user customers to utilize telephone numbers associated with an Exchange Service provided by one Party, in conjunction with an Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Exchange Service and activation of the second Exchange Service. The Parties shall provide reciprocal SPNP immediately upon execution of this Agreement via remote call forwarding (RCF) or Direct Inward Dialing (DID). SPNP shall operate as follows:
- A.1. An end user customer of Party A elects to become an end user customer of Party B. The end user customer elects to utilize the original telephone number(s) corresponding to the Exchange Service(s) it previously received from Party A, in conjunction with the Exchange Service(s) it will now receive from Party B. Upon receipt of a service order assigning the number to Party B, Party A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Party B within the same access where the original NXX code is used. Party A will route the forwarded traffic to Party B over the appropriate trunk groups, as if the call had originated on Party A's network.
- A.2. Party B will become the customer of record for the original Party A telephone numbers subject to the SPNP arrangements. Party A will provide Party B a single consolidated master billing statement for all collect, calling card, and third-number billed calls associated with those numbers, with subaccount detail by retained number. Such billing statement shall be delivered via either electronic data transfer, daily magnetic tape, or monthly magnetic tape (for which option there shall be no charge). Party A shall provide to Party B the EMR detail records associated with the calls on the master billing statement.
- A.3. Party A will cancel line-based calling cards and will, as directed by Party B, update its Line Information Database (LIDB) listings for retained numbers, subject to RCF, and restrict or cancel calling cards associated

with those forwarded numbers, as directed by Party B, subject to execution of an LIDB storage agreement in substantially the form attached hereto.

- A.4 Within two (2) business days of receiving notification from the end user customer, Party B shall notify Party A of the customer's termination of service with Party B, and shall further notify Party A as to that customer's instructions regarding its telephone number(s). Party A will reinstate service to that customer, cancel the SPNP arrangements for that customer's telephone number(s), or redirect the SPNP arrangement pursuant to the customer's instructions at that time.
- B. SPNP-RCF is a telecommunications service whereby a call dialed to an SPNP-RCF 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 Carrier 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-RCF end user. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's 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-RCF service.
- C. The Parties shall provide RCF arrangements to each other at identical monthly rates. Recurring charges shall not exceed the actual cost of providing the service. There shall be no non-recurring charges. Until otherwise verified by reliable cost studies, actual cost for recurring charges are as follows:
 - 1. Residential Services - \$1.15 per line, including 6 call paths;
 - 2. Business Service - \$2.25 per line, including 10 call paths; and
 - 3. Each additional path - \$0.50.

- D. SPNP-DID service provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party'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, 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. 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 two 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.
- E. The Parties hereby agree to negotiate in good faith to establish the recurring and non-recurring charges, if any, for SPNP through DID. For this purpose, BellSouth shall provide Carrier with its relevant cost studies, subject to applicable non-disclosure obligations. In the event that the Parties are unable to agree upon the applicable charges, the issue shall be resolved in accordance with the process set forth in Article XXV. In the interim period, the rates contained in Attachment E hereto will apply.
- F. 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.

- G. 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.
- H. 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 deemed necessary, for maintenance purposes.
- I. The Parties will migrate from RCF or DID to Permanent Number Portability (PNP) as soon as practically possible, without interruption of service (to the degree possible) to their respective customers.
- J. Under either an SPNP or PNP arrangement, Carrier and BellSouth will implement a process to coordinate Telephone Numbers Portability (TNP) cut-overs with Unbundled loop conversions (as described in Section IV of this Agreement).
- K. The quality of service of calls to ported numbers should be identical to the quality of service of the calls to non-ported numbers.
- L. If 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 requirements.

XIII. DISCONNECTION OF CUSTOMERS

- A. BellSouth shall accept any requests from Carrier to disconnect the service of an existing BellSouth end user, except for BellSouth public and semipublic telephone service which service is subject to effective contracts with location providers. BellSouth will not require end user confirmation prior to disconnecting the end user's service. BellSouth will accept a request directly from an end user for conversion of the end user's service from Carrier to BellSouth or will accept a request from another CLEC for conversion of the SPNP service associated with an end user's service charge from Carrier to the CLEC. BellSouth will notify Carrier that such a request has been processed. This Article shall be subject to Section 258(a) and (b) of the Telecommunications Act which prohibits illegal changes of carrier selections and assesses liability for such changes, and any change of service verification procedures which may be promulgated by the FCC. Carrier and BellSouth shall each execute a blanket letter of authorization for each state substantially in the form attached as Attachment F hereto with respect to customer disconnections. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization of disconnection of service; provided, however, that such processes shall comply with applicable state and federal law and until superseded shall be deemed adequate for purposes of this Agreement if such processes comply with FCC guidelines applicable to Presubscribed Interexchange Carriers (PIC) changes.
- B. If either Party determines that an unauthorized change in local service provider has occurred, such Party shall 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. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to the other Party because of the unauthorized change. These charges shall be adjusted if such Party provides satisfactory proof of authorization.
- C. If BellSouth accepts an order placed by itself or another CLEC (or local reseller) to disconnect the SPNP to an Carrier end user, BellSouth shall notify Carrier of the change within three (3) days thereof.

XIV. RESALE OF BELL SOUTH LOCAL EXCHANGE SERVICES

BellSouth hereby agrees that Carrier may at any time during the term of this Agreement elect to resell BellSouth's local exchange services under the terms and conditions of any

local services resale agreement reached between BellSouth and any other telecommunications carrier. Carrier may select any such resale agreement at any time prior to the expiration of this Agreement.

XV. RESPONSIBILITIES OF THE PARTIES

- A. BellSouth and Carrier agree to treat each other fairly, non-discriminatorily, and equally for all items included in this Agreement or related to the support of items included in this Agreement.
- B. Carrier and BellSouth will work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, or any other services related to this Agreement. The Parties fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- C. Carrier and BellSouth agree to promptly exchange all necessary records for the proper billing of all traffic.
- D. Carrier and BellSouth will review engineering requirements on a quarterly basis and establish forecasts for trunk utilization, POI trunks, MPB arrangements, E-911, EISCC facility requirements, quantities of DNCF, loops and other services provided under this Agreement. New trunk groups will be implemented as dictated by engineering requirements for both BellSouth and Carrier. BellSouth and Carrier are required to provide each other the proper call information (e.g., originated call party number and destination call party number) to enable each company to bill in a complete and timely manner.
- E. The Parties will cooperate by exchanging technical information in order to identify and explore potential solutions to enable Carrier to establish unique rate centers, or to assign a single NXX code across multiple rate centers.
- F. Carrier and BellSouth will work jointly and cooperatively in developing and implementing common manual and/or electronic interfaces (including, for example, data elements, data format, and data transmission) from which to place service orders and trouble reports involving the provision of loops, DNCF, directory assistance, directory listings, E-911, and other services included in this Agreement. To the extent reasonable, Carrier and BellSouth will utilize the standards established by industry fora, such as OBF.

- G. BellSouth will support Carrier requests related to central office (NXX) code administration and assignments in an effective and timely manner. Carrier and BellSouth will comply with code administration requirements as prescribed by the FCC, the state commissions, and accepted industry guidelines.
- H. There will be no re-arrangement, reconfiguration, disconnect, or other non-recurring fees associated with the initial reconfiguration of each carrier's traffic exchange arrangements upon execution of this agreement.
- I. BellSouth shall not impose a cross-connect fee on Carrier where Carrier accesses 911 or E-911, reciprocal traffic exchange trunks, and network platform services, through a collocation arrangement at the BellSouth Wire Center.
- J. Notwithstanding any other provision of this Agreement, it is mutually understood and agreed that both Parties hereto reserve the right to establish each of the following, consistent with generally accepted industry standards.
 - 1. Rate centers (location and area within)
 - 2. Points of interchange (including meet points)
 - 3. Switching entry designation and supporting data (including inbound route choice)
 - a. end office
 - b. homing/homed to tandem
 - 4. Association of routing point(s) with end offices, POIs, etc.
 - 5. Published rate center and locality designations.

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 to alleviate or prevent network congestion.
- D. 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 added as reasonably warranted.
- E. Carrier and BellSouth will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve desired reliability. In addition, Carrier and BellSouth will cooperatively plan and implement coordinated repair procedures to ensure customer trouble reports are resolved in a timely and appropriate manner.

XVII. TERM

- A. The term of this Agreement shall be two years, beginning April 15, 1997.
- B. The Parties agree that by no later than April 15, 1998, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning April 15, 1999.
- C. If, within 90 days of commencing the negotiation referred to in Section XVII.B above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the state commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than October 15, 1998. The Parties further agree that in the event the Commission does not issue its order prior to October 15, 1998 or if the Parties continue beyond April 15, 1999 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 April 15, 1999. Until the revised local interconnection arrangements become effective, the Parties

shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

- D. The Parties agree that (1) if the FCC or a state commission or other state or local body having jurisdiction over the subject matter of this Agreement 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 promulgated, or (2) if the FCC or a state commission preempts the effect of this Agreement, then in the event of the occurrence of (1) or (2), which occurrence is final and no longer subject to administrative or judicial review, the Parties shall immediately commence good faith negotiations to conform this Agreement with 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 state commission's 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.
- E. In the event that BellSouth provides interconnection and/or temporary number portability arrangements via tariff or has or enters into an interconnection and/or temporary number portability agreement with another entity, BellSouth will permit Carrier an opportunity to inspect such tariff or agreement and, upon Carrier's request, BellSouth will immediately offer Carrier an agreement on the same material terms with effect from the date BellSouth first made such tariff effective or entered into such arrangement and for the remainder of the term of this Agreement. The other items covered by this Agreement and not covered by such tariff or agreement shall remain unaffected and as to such items this Agreement shall remain in effect.
- F. In the event that BellSouth is required by an FCC or a state commission decision or order to provide any one or more terms of interconnection or other matters covered by this Agreement that individually differ from any one or more corresponding terms of this Agreement, Carrier may elect to amend this Agreement to reflect all of such differing terms (but not less than all) contained in such decision or order, with effect from the date Carrier makes such election. The other items covered by this Agreement and not covered by such decision or order shall remain unaffected and as to such items this Agreement shall remain in effect.

XVIII. IMPLEMENTATION OF AGREEMENT

The Parties agree that within 30 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, ordering, testing, and full operational time frames. The implementation shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference. All rates within this Agreement will become effective upon execution of the Agreement.

XIX. UNIVERSAL SERVICE

The Parties acknowledge that BellSouth will guarantee the provision of universal service as the carrier-of-last-resort throughout its territory in Florida until January 1, 1998 without contribution from Carrier.

XX. FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-for-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

XXI. LIABILITY AND INDEMNIFICATION

A. Liability Cap.

1. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by Carrier, any Carrier customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by Carrier, any Carrier customer or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth and claims for damages by Carrier resulting from the failure of BellSouth to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.
 2. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other person or entity, for damages associated with any of the services provided by Carrier pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article, Carrier's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer or any other person or entity resulting from the gross negligence or willful misconduct of Carrier and claims for damages by BellSouth resulting from the failure of Carrier to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.
- B. Neither Party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.
- C. Neither Party shall be liable for damages to the other Party's terminal location, POI or the other Party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such Party's gross negligence or willful misconduct.

- D. Notwithstanding subsection A, the Party providing services under this Agreement, its affiliates and its parent company shall be indemnified, defended and held harmless by the Party receiving such services against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement, involving: (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving Party's own communications; (2) any claim, loss or damage claimed by the receiving Party's customer(s) arising from such customer's use of any service, including 911/E-911, that the customer has obtained from the receiving Party and that the receiving Party has obtained from the supplying Party under this Agreement; or (3) all other claims arising out of an act or omission of the receiving Party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying Party, the receiving Party shall have no obligation to indemnify, defend and hold harmless the supplying Party hereunder.
- E. Neither Party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Notwithstanding subsection A, each Party shall be indemnified, defended and held harmless by the other Party or the other Party's customer 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.
- F. No license under patents (other than the limited license to use in the course of using a service provided pursuant to this Agreement) is granted by one Party to the other or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Notwithstanding subsection A, the Party providing a service pursuant to this Agreement will defend the Party receiving such service against claims of patent infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims. Such indemnification shall not, however, extend to claims for patent infringement to the extent the alleged infringement results from:
1. Modification of the service by someone other than the providing Party and/or its subcontractors, where there would be no such infringement or violation in the absence of such modification; or
 2. The combination, operation or use of the service with any product, data or apparatus not provided by the providing Party and/or its subcontractors, where

there would be no such infringement or violation in the absence of such combination, operation or use.

- G. Promptly after receipt of notice of any claim or the commencement of any action for which a Party may seek indemnification pursuant to this Article XXI, such Party (the "Indemnified Party") shall promptly give written notice to the other Party (the "Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party.

XXII. MOST FAVORABLE PROVISIONS

- A. The parties agree that if —

1. 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.

- B. 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 XXII.F, BellSouth shall be deemed thereby to have offered such arrangements to Carrier for that state upon such Other Terms, which Carrier may accept as provided in Section XXII.E. In the event that Carrier 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 Carrier 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 Carrier as of the effective date of such Other Interconnection Agreement. In the event that Carrier 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 Carrier as of the date on which Carrier accepts such offer.

- C. 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 XXII.F, BellSouth shall be deemed to have offered such arrangements in that state to Carrier upon such Other Terms, which Carrier may accept as provided in Section XXII.E. In the event that Carrier 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 Carrier as of the effective date of such Interconnection Order. In the event that Carrier 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 Carrier as of the date on which Carrier 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 XXII.F, BellSouth shall be deemed thereby to have offered such arrangements in that state to Carrier upon such Other Terms, which Carrier may accept as provided in Section XXII.E. In the event that Carrier 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 Carrier as of the effective date of such Interconnection Tariff. In the event that Carrier 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 DelaCom as of the date on which Carrier accepts such offer.
- E. In the event that BellSouth is deemed to have offered Carrier the arrangements covered by this Agreement upon Other Terms, Carrier in its sole discretion may accept such offer either –
1. 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 bona 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 Carrier, shall remain in full force and effect.

F. Corrective Payment. In the event that --

1. BellSouth and Carrier revise this Agreement pursuant to Section XXII.A, or
2. Carrier accepts a deemed offer of Other Terms pursuant to Section XXII.E, then BellSouth or Carrier, 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 Carrier 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*.

XXIII. DEFAULT

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may terminate this Agreement forthwith by written instrument. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

XXIV. NONDISCLOSURE

- A. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.
- B. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.
- C. Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only for performing the covenants contained in the Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
- D. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:
 - 1. was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
 - 2. is or becomes publicly known through no wrongful act of the receiving Party; or
 - 3. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
 - 4. is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the

provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

5. is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
 6. is approved for release by written authorization of the disclosing Party; or
 7. is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.
- E. Effective Date. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement. The obligation to that information as confidential shall survive the termination of this Agreement.

XXV. ARBITRATION

- A. Any controversy or claim arising out of, or relating to, this Contract or the breach thereof shall be settled by arbitration, in accordance with the rules then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction of the controversy or claim. As an express condition precedent to any legal or equitable action or proceeding in the event of disputes or controversies as to the amount of loss or damage arising out of this Contract, such disputes or controversies shall first be submitted to the arbitration of two persons, one chosen by each Party, who shall jointly select a third person. Provided, however, that nothing contained herein shall preclude either Party from filing any complaint or other request for action or relief with the FCC or the appropriate state commission, including any appeals thereof. The Party which does not prevail shall pay all reasonable costs of the arbitration or other formal complaint proceeding, including reasonable attorney's fees and other legal expenses of the prevailing Party.
- B. Nothing herein shall preclude Carrier from seeking state commission arbitration, pursuant to sections 251-53 of the Telecommunications Act, of issues upon which the Parties hereto were unable to reach agreement during the negotiations hereof. The Parties acknowledge, for example, that they were unable to reach agreement

on the availability, rates and terms of local sub-loop unbundling, local loop multiplexing, switch port charges, access to databases, *etc.*, and that such issues will be submitted for resolution by the state commissions through arbitration. BellSouth hereby waives any right to contest Carrier's ability to seek state commission and/or FCC review of such unresolved issues.

XXVI. 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.

XXVII. GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia.

XXVIII. 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.

XXIX. NOTICES

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Robert Nyswander
P.O. Box 510
West Point, GA
31833

Account Manager
BellSouth Telecommunications, Inc.
South E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

Each Party shall inform the other of any changes in the above addresses.

XXX. ENTIRE AGREEMENT

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

Robert Nyswander
INTERSTATE TELEPHONE
GROUP

By: Robert Nyswander
Title: CFO
Date: 5/1/97
Address:
P.O. Box 510
West Point, GA.
31833

Jerry Hendrix
BELLSOUTH
TELECOMMUNICATIONS, INC.

By: Jerry Hendrix
Title: Director
Date:
Address: 675 W. Peachtree Street, N.E.
Atlanta, Georgia 30375

ATTACHMENT A

INTERSTATE TELEPHONE GROUP ENTITIES COVERED BY AGREEMENT

Interstate Telephone Company, a Georgia corporation
Valley Telephone Company, Inc., an Alabama corporation
Globe Telecommunications, Inc., a Georgia corporation

ATTACHMENT B

DEFINITIONS

1. "Access Service Request" or "ASR" means an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of interconnection.

2. "Advanced Intelligent Network" or "AIN" means a network switching and architecture concept that centralizes intelligence in databases and application processors internal to the network rather than in central office switching systems. AIN enables the network to complete interactions (or actions) regarding routing, signaling and information quickly and accurately. The AIN concept permits intelligent database systems and application processors to be either centralized or distributed throughout one network.

3. "Advanced Intelligent Network Features" or "AIN/IN Features" refers to the replacement or enhancement of electronic switching and electronic network hardware and software functions via the use of distributed network based processors and Common Channel Interoffice Signaling (CCIS/SS7). For example, SCPs and STCs are part of the advanced intelligent network. AIN also features a "service creation environment" which permits the end user or reseller to create, and modify, in near real time, their own network routing instructions for calls to their facilities, creating, in effect a user customizable virtual network.

4. "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) or more than 10 percent.

5. "American National Standards Institute" or "ANSI" is a private, non-profit organization representing more than 1,300 corporations, 30 government agencies, 20 institutions and 250 trade, labor, consumer, technical and professional organizations which sets voluntary standards for the United States (U.S.). ANSI has established an Information Infrastructure Standards Panel. ANSI is appointed by the U.S. State Department as a representative of the U.S. to the ITU's International Standards Organization.

6. "Automated Report Management Information System" or "ARMIS" means the most current ARMIS 4308 report issued by the FCC.

7. "Automatic Number Identification" or "ANI" is a telecommunications carrier signaling parameter that identifies, through industry standard network interfaces and formats (either

SS7/CCIS (preferred), or in band signalling (predecessor technology), the billing number of the calling party. This functionality is also known and referred to as "Calling Party Number" or "CPN." This term is not to be limited by "Called Party Identification" service, another product that is frequently required by call centers.

8. **"Bell Communications Research" or "BellCore"** means an organization owned jointly by the RBOC that conducts research and development projects for them.

9. **"Busy Line Verification/BLVI Traffic" or "BLV/BLVI Call"** refers to an operator call in which the end user inquires as to the busy status of, or requests an interruption of, a call on an Exchange Service.

10. **"Calling Party Number" or "CPN"** means a common channel signalling parameter which refers to the number transmitted through the network identifying the calling party.

11. **"Carrier Identification Code" or "CIC"** means a three or four digit number assigned to an LXC that identifies that carrier's traffic.

12. **"Central Office Switch," "Central Office" or "CO"** refers to either a means a Switching entity or the physical location (site) which houses a traditional central office switch and its peripherals within the public switched telecommunications network, including but not limited to:

a. **"End Office Switches"** which are Class 5 switches from which End User Telecommunications Services are directly connected and offered.

b. **"Tandem Office Switches"** which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches.

c. **"Remote Switching Module" or "RSM"** refers to a Central Office architecture element that permits the Central Office switch the ability to extend either line or trunk side interfaces, with all typical service features and functions to a cabinet which is physically remote from the home CO site, and where stand alone capability may or may not be implemented. RSMs are sometimes also referred to as "switches" in the BellSouth infrastructure inventory discussions and to that extent may be used as interchangeable terms.

d. **"Central Office Switches"** may be employed as combination End Office and Tandem Office Switches (combination Class 5/Class 4).

13. **"Central Office Equipment"** refers to the traditional Central Office Switch itself and all of the peripheral electronics (network elements) that supply network-based processing functions

other than "transport." Network elements which provide "Transport" are generally referred to as "Outside Plant" equipment or electronics.

14. "Centralized Message Distribution System" or "CMDS" means the billing record and clearing house transport systems that incumbent LECs use to exchange out-collects, in-collects and Carrier Access Billing System ("CABS") records.

15. "CLASS Features" refers to features and functions (products) which become available on the "line side" of the Central Office through the use of common channel signalling system seven (CCIS/SS7.) CLASS features include, but are not necessarily limited to: Automatic Call Back, Call Trace, Caller ID and Related Blocking Features, Distinctive Ringing/Call Waiting, Selective Call Forward, and Selective Call Rejection. See also: "Software-based network elements and services."

16. "Commission" means the appropriate regulatory agency in each of BellSouth's nine state regions, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

17. "Common Channel (Interoffice) Signaling" or "CCIS" means a method of digitally transmitting call set-up and network control data over separate physical or virtual connections from those which normally carry the actual call user connections. This technology supersedes "in-band" signalling. The current industry standard for common carrier network signaling is called Signaling System 7.

18. "Cross Connect" refers to the equipment physical or logical "meet point" between network elements.

a. For example, within a wire center, it is a connection between line termination blocks on the two sides of a distribution frame or between individual line terminations on the same side of the frame. Cross connections are made to route traffic from one group of lines to another specific group of lines on the distribution frame, or to route traffic from one individual line to another specific line on the distribution frame.

b. A piece of manual, electromechanical or electronic apparatus designed to make and rearrange the cross connections among the lines that terminate on a distribution frame. Cross-connect devices are employed where rearrangement of transmission circuits occur infrequently.

19. "Customer Local Area Signalling Services" or "CLASS" means features available to end users based on availability of CCIS, including, without limitation, Automatic Callback, Call Trace, Caller ID and related blocking, Distinctive Ringing, Call Waiting, Selective Call Forward and Selective Call Rejection.

20. **"DID" or "Direct Inward Dialing"** is a feature which allows callers on the public switched network to directly dial a specific PBX or Centrex extension telephone.

21. **"Directory Number Call Forwarding" or "DNCF"** is one form of Interim Number Portability ("ISPNP") which is provided through call routing and call forwarding capabilities. DNCF will forward calls dialed to an original telephone number to a new telephone number on a multi-path basis. DNCF is not limited to listed directory numbers.

22. **"Digital Loop Carrier" or "DLC"** is as defined in BellCore TR-TSY-000008, "Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch" and TR-TSY-00303, "Integrated Digital Loop Carrier (IDLC) Requirements, Objectives and Interface."

23. **"Digital Service - Level 0" or "DS-0"** means a signal rate of 64 kilobits per second.

24. **"Digital Service - Level 1" or "DS-1"** is an industry standard telecommunications transport channel which can support a digital signaling rate of 1.544 Mbps (Mega Bits Per Second) at industry standard performance levels. Unless identified and priced as "fractional," this channel is assumed to be fully available.

25. **"Digital Service - Level 3" or "DS-3"** is an industry standard telecommunications transport channel which can support a digital signal rate of 44.736 Mbps (Mega Bits Per Second) at industry standard performance levels. Unless identified and priced as "fractional," this channel is assumed to be fully available.

26. **"DSX" or "Digital and Access Cross-connect System ("DACS")** is a cross-connection product (including a mounting bay/panel) used for termination of equipment and facilities operating at digital rates.

27. **"Electronic Data Interchange," "Electronic File Transfer" or "EFT"** is a process which utilizes an electronic format and protocol to send/receive digital data business documents between different companies' computers over phone lines. There are several generally accepted industry standards for EFT, pending acceptance of a single common standard.

28. **"Exchange Access"** means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.

29. **"Exchange Message Record" or "EMR"** is a term used to refer to the current standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data. EMR format is currently contained

in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document which has traditionally defined Bell standards for exchange message records.

30. "Exchange Service" is a traditional marketing term used to refer to a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switch telecommunications network. Exchange Services include, but are not limited to, basic residence and business line service, PBX trunk line service, pay telephone stations, pay phone line service, Centrex and Centrex-like line services, AIN, and ISDN line/trunk services. Exchange Service does not traditionally include Private Line, Toll, Switched and Special Access (digital channel) services, which have traditionally been separately billed and regulated, although today these services are frequently formed from and bundled within common transport and network elements

31. "Feature Group A" or "FGA" means FGA interexchange access as defined in BellSouth's FCC Tariff No. 1.

32. "Feature Group B" or "FGB" means FGB interexchange access as defined in BellSouth's FCC Tariff No. 1.

33. "Feature Group D" or "FGD" means FGD interexchange access as defined in BellSouth's FCC Tariff No. 1.

34. "Interconnection" means the connection between network elements that enable the formation of network systems. The objective of interconnection is to provide transport and transparent interoperation among separate pieces of equipment, transmission facilities, etc., within, between or among networks. The architecture of interconnection may include several industry standard, or regulatory structured methods including, but not limited to, collocation arrangements ("physical" and "virtual" collocation) arrangements via industry standard interface arrangements.

35. "Interconnection Point," "Point of Interconnection" or "POI" includes all points where Carrier is entitled to interconnect with BellSouth under the terms of this Agreement, including, without limitation, points on the line side and trunk side of each Network Element.

36. "Interface" refers to the physical and logical point or points on a given network element where transmission, operations, administration, maintenance, provisioning and management connections are made. Specifically, the Interface includes (1) a common boundary between two or more items of equipment, (2) a physical point of demarcation between two devices where all the signals which pass are defined; the definition includes the type, quality and function of the interconnection circuits, as well as the type and form of signals interchanges by those circuits, and (3) the procedure, codes and protocols enabling dissimilar devices to communicate. The original equipment manufacturer of the network element generally incorporates one or more standard (or in some cases, proprietary) interfaces to each network element that allows the element to "plug into" and become part of the overall integrated telecommunications system. The same interfaces are used by both the incumbent and the competitive LECs. The technical specifications of the element's interface(s) are specified by manufacturer prior to sale. Compliance to industry standards organizations interface specifications, and the modular ability to retrofit subsequent industry standard specifications is required by the buyer of any given network element.

37. "Interexchange Carrier" or "IXC" traditionally means a provider of stand-alone interexchange telecommunications services. Under the new Act, the term IXC may be interpreted to embrace any competitive intermediary telecommunications carrier providing switched (and/or private line) services between switching entities operated by local exchange service providers (BOC-LEC, Independent-LEC, Competitive-LEC, Wireless-LEC). IXC connectivity is typically an access services arrangement. The use of this term does not preclude the provider from also offering bundled telecommunications services.

38. "Integrated Services Digital Network" or "ISDN" refers to a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice, data, video or multimedia services. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B + D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 Kbps bearer channels and one (1) 16 Kbps data channel (23B + D). Unless identified and priced as "fractional" both BRI and PRI ISDN circuits are assumed to be fully available.

39. "Interim Number Portability" or "INP" refers to the temporary means by which BellSouth allows customers to retain their existing telephone numbers when changing from one local exchange carrier to another. This service provides transparent delivery of Telephone Number Portability ("TNP") capabilities, from a customer standpoint in terms of call completion, and from a carrier standpoint in terms of compensation, through the use of call routing, forwarding, and addressing capabilities. The interim nature of these arrangements result from the fact that their performance and cost cannot meet or sustain end-user customer or co-carrier expectations. Standards for permanent number portability will be set by regulatory stricture, and both Parties agree to implementation of permanent number portability at the earliest possible point in time.

40. "InterLATA Service" means telecommunications between a point located in one LATA and a point located outside such area.

41. "Intermediary function" means the delivery of local traffic from a local exchange carrier other than BellSouth; an ALEC other than Carrier; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or Carrier to an end user of BellSouth or Carrier.

42. "IntraLATA Service" means telecommunications between a point located in one LATA and a point located in the same LATA.

43. "International Telecommunications Union" or "ITU" is a United Nations organization which comprises the organization previously known as the CCITT. Open Standards Interconnection (OSI) standards are established by the ITU. Telecommunications Management Network (TMN) standards are a subset of the OSI model. The American National Standards Institute (ANSI) is appointed by the State Department as a U.S. representative to the ITU's ISO.

44. "Line Side" refers to local loop interface ports of an end office switch that are programmed to treat the circuit as a local line connected to an ordinary telephone station set.

45. "Link" or "Loop" are synonyms for a communications channel or circuit on the line side or the trunk side of the common carrier switching element. This term has been used as a marketing term to refer to an element of "Exchange Service" whereby BellSouth provides transport between the Minimum Point of Entry (MPOE) at an end user premise and the BellSouth wire center from which the transport is extended. The communications channel, circuit or group of channels or circuits which are segmented from a transmission medium that extends from BellSouth's Central office or wire center's Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment, to a demarcation point or connector block in/at a customer's premises. "Links" are communications channels or circuits, which may be provided as 2-wire or 4-wire copper pairs, as radio frequencies or as a channel on a high-capacity feeder/distribution facility so long as all industry standard interface, performance, price, privacy, reliability and other operational characteristics are functionally transparent and are equal to or better than that of dedicated copper pairs. Examples of communications channels or circuits that are "links" or "loops" include, but are not limited to:

46. "Basic Voice Grade Line/Link/Circuit" is a basic voice grade line which is a two wire circuit or equivalent voice frequency channel for the transmission of analog signals with an approximate bandwidth of 300 to 3000 Hz (3 KHz analog or 56 Kbps digital (POTS grade, capable of transmitting voice or analog data transmissions up to 28.8 BPS with current generation modems). In addition, Basic Links must meet all RELRA and USF requirements for "basic

telephone service" imposed by State and Federal regulatory authorities. Digital signaling, transmission performance and reliability characteristics for basic "link" circuits are a matter of industry standard, having an expected measured loss or gain of approximately ± 6 dB, and a signal to noise ratio that does not exceed (fill-in) and capable of supporting fully functional connections for up to 2 miles from the nearest electronic network element. Within the 300 to 3000 Hz range, "Basic Links" will support all standard signalling arrangements including repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user).

a. "ISDN link/loop/circuit" is an ISDN link which provides a 2-wire ISDN digital circuit connection that will support digital transmission of two 64 Kbps clear channels and one 16 Kbps data channel (2B+D), suitable for provision of BRI-ISDN service. ISDN links shall be provisioned by least cost planning methodologies sufficient to insure industry standard interface, performance, price, reliability and operational characteristics are functionally transparent and are equal to or better than dedicated copper pairs. All things being equal, "Broadband ISDN" is preferred to CO-based ISDN circuits. Unless specifically identified and priced as "fractional" these circuits are assumed to be fully available.

b. "4-Wire DS-1 Digital Grade Links" will support full duplex transmission of isochronous serial data at 1.544 Mbps, and provide the equivalent of 24 voice grade channels. Unless specifically identified and priced as "fractional" these circuits are assumed to be fully available.

47. "Local Exchange Carrier" or "LEC" means any carrier that provides local common carrier telecommunications services to business and/or residential subscribers within a given LATA and interconnects to other carriers for the provision of alternative telecommunications products or services, including, but not limited to toll, special access, and private line services. This includes the Parties to this Agreement. The term "Incumbent-LEC" or "I-LEC" is sometimes used to refer to the dominant LEC for a particular locality (such as BellSouth). Such Incumbent-LECs include both Bell Operating Companies ("BOCs") and non-BOC LECs, which are often referred to as "Independent-LECs." By contrast, new entrants into the local exchange market are sometimes referred to as "Competitive LECs" or "CLECs," or sometimes as "Alternative LECs" or "ALECs."

48. "Local Exchange Routing Guide" or "LERG" means a BellCore Reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designations.

49. "Local Traffic" means any telephone call that originates in one exchange or LATA and terminates in either the same exchange or LATA, 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.

50. "Local Interconnection" means (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 substantial 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.

51. "Local Interconnection Trunks/Trunk Groups" means equipment and facilities that provide for the termination of Local Traffic and intraLATA traffic.

52. "Local Access and Transport Area" or "LATA" means one of 161 contiguous geographic areas established pursuant to the AT&T Consent Decree to define the permitted operating regions of the RBOCs prior to the enactment of the Telecommunications Act of 1996.

53. "Long Run Incremental Cost" or "LRIC" refers to the costs a company would incur (or save) if it increases (or decreases) the level of production of an existing service or group of services. These costs consist of the costs associated with adjusting future production capacity and reflect forward-looking technology and operations methods.

54. "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) 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). The MECAB document published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a C-LEC), or by one LEC in two or more states within a single LATA.

55. "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services—Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices 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). The MECOD document, published by Bellcore as Special Report, SR STS-002643, establishes methods for processing orders for access service which is to be provided by two or more LECs.

56. "Meet-Point Billing" or "MPB" refers to a mutual compensation arrangement whereby two LECs provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues

as defined by law, regulatory requirements, this agreement or, where permissible, effective access tariffs. MPB concepts are also incorporated in some LEC-toll (intraLATA) mutual compensation arrangements.

57. "Multiple Bill/Multiple Tariff method" means the meet-point billing method where each LEC (or C-LEC) prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided switched Access Service which the LEC (or C-LEC) provides. Bellcore's MECAB document refers to this method as "Multiple Bill/Single Tariff."

58. "Mutual Traffic Exchange" means that the sole compensation to a Party for termination of specified categories of traffic shall be the reciprocal services provided by the other Party. Each Party shall bill its own customers for such categories of traffic and retain all revenues resulting therefrom.

59. "North American Numbering Plan" or "NANP" is the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.

60. "Network Element" means any facility or equipment used by BellSouth in the provision of Exchange Services, and all features, functions and capabilities that are provided by means of such facility or equipment, including numbering systems, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing or other provision of a telecommunications service.

61. "Network Management Forum" is a consortium of 160 U.S. and international carriers and global alliances, including SITA, Unisource and others. Their objective is to determine specific interoperability needs, so that manufacturers of network management equipment will have the detailed technical specification needed to develop interoperable standards. For the purposes of this Agreement, both Parties agree to accept the NMF standards and solutions for OAM&P interconnections.

62. "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A," "B," and "C" digits of each "digit" telephone number within the North American Numbering Plan ("NANP"). Each NPA contains 800 Possible NXX Codes. At present, there are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. In some locations, and ultimately with number portability, more than one area code will be associated with many geographic areas. A "Non-Geographic NPA," also known as a "Service Access Code" (SAC Code) is typically associated with a

specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAS.

63. "NXX," "NXX Code," "Central Office Code" or "CO Code" is defined by the "D," "E," and "F" digits of a 10-digit telephone number within the North American Numbering Plan. Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches, because, in general, this approach did not conflict with geographic numbering except as the CO approached number exhaustion. Where there are multiple COs in the same geographic area, this assignment method must change. With the advent of end-user telephone number portability, the usual one-on-one association on an NXX with an end office switching entity will be severed.

64. "OAM&P" or "Operations, Administration, Maintenance and Provisioning Functions" are those automated and manual functions which insure quality of service and least cost planning, management and operations for telecommunications service providers. These functions, have traditionally been addressed through the user of operations support, decision support and administrative support systems, and are now generally in the process of being integrated under client-server and mainframe network management platforms such as HP's OpenView, IBM's NetView and SUN's various network management product sets.

65. "OZZ Codes" define FGD call paths through a LEC's access Tandem Office Switch.

66. "Percent of Interstate Usage" or "PIU" means 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.

67. "Percent Local Usage" or "PLU" means 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 local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating party pays minutes of use.

68. "Permanent Number Portability" means the use of a database solution to provide fully transparent TNP for all customers and all providers without limitation.

69. "Port" and "Slot" are terms used to describe physical interfaces and traffic carriage capacity of some network elements. One "port" is needed for each connection capable of carrying one message into or out of the network element to other network elements. One "slot" is needed within each network element for each message to be handled simultaneously with other messages. Port categories include, but are not limited to:

a. "2-wire analog line port" is a line side switch connection employed to provide basic residential and business type analog telephone services.

b. "2-wire ISDN digital line port" is a set of Basic Rate Interface (BRI) line side switch connections which actually consists of multiple paths or interfaces to the switching network (2B+D). It is employed to provide residential and business type digital telephone services. The port connections may or may not be the same Central Office switch (network element) that provides analog services. When ISDN is provisioned as "broadband" ISDN through current generation digital switches the cost causation is totally different than when the digital service is provisioned as a set of CO port attachments.

c. "2-wire analog DID trunk port" is a direct inward dialing (DID) trunk side switch connection employed to provide incoming trunk-side services. Each port provisioned permits one simultaneous connection to the customer premises equipment.

d. "4-wire DS-1 digital DID trunk port" is a direct inward dialing (DID) trunk side switch connection which is time division multiplexed to provide the equivalent of 24 analog incoming trunk type DID trunk ports.

e. "4-wire DS-1 digital CBWT trunk port" is a trunk side switch connection which is time division multiplexed to provide the equivalent of 24 analog incoming trunk ports which may be programmed as DID, CBWT, TIE, or dedicated private trunk circuits.

f. "4-wire ISDN digital DS-1 trunk port" is a Primary Rate Interface (PRI) trunk side switch connection which is time division multiplexed to provide the equivalent of 23 digital one or two-way trunk ports and one signalling trunk port (23 B+D), where the B channels can be programmed as digital DID, CBWT, TIE, Private Line or Special Access trunk circuits. The port connections may or may not be the same Central Office switch (network element) that provides analog services.

70. "Rate Center" currently refers to a specific geographic point, designated by latitude and longitude, a corresponding V and H coordinate pair, and an associated geographic area which has heretofore been defined by the incumbent LEC industry to be associated with switched message telecommunications services (MTS). Rate centers, sometimes also known as exchange areas, often determine the regions within which particular classes, features, and pricing for exchange

services are uniformly administered. Each NPA-NXX code combination is associated with a single rate center, although any one such code may only service a fraction of the rate center area when the rate center areas circumscribes multiple serving wire centers. Where retail MTS services contain a distance sensitive rate element, the valuation of that element utilizes the calculated distance between the V and H coordinate pairs of the originating and terminating rate centers.

71. "Rating Point" means the vertical and horizontal coordinates associated with a particular telephone number for rating purposes.

72. "Routing Point" traditionally refers to a location which a LEC or CLEC has designated on its own network as the homing (routing) point for traffic inbound to Telecommunications Services provided by the LEC or CLEC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. At present, Bellcore Practice BR 795-100-100, places the Routing Point at either an "End Office" location, or a "LEC Consortium Point of Interconnection." According to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. Nothing in this Agreement shall be construed to preclude either Party hereto from establishing its own Routing Points.

73. "Service Control Point" or "SCP" is network element of the common channel signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real-time processor with a database system that, based on a query from a Service Switching Point ("SSP"), performs software-based common carrier, subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

74. "Signal Transfer Point" or "STP" is a network element (presently a packet switch) that routes signaling messages among Service Switching Points (SSPs), Service Control Points (SCPs), Signaling Points (SPs) and other network elements in order to set up calls and to query databases for digital telecommunications services using CCIS/SS7 and software-based common carrier telecommunications services.

75. "Software-based Network Elements and Services" refers to those features, functions and services which are inherent capabilities of the current Central Office Equipment (e.g., the #5ESS 5E8 or 5E9 software program, or an end-office or CO-based peripheral processor), and can be activated with relatively minor cost such as local programming or right to use fees. Examples of such services include CENTREX, electronic station equipment functions.

76. "Subscriber Traffic" or "Subscriber Call(s)" refers to calls between two or more telecommunications service users, where both telecommunications services users bear NPA-NXX designations associated with the same LATA or other authorized area (e.g., Extended Area Service Zones in adjacent LATAs). The traditional definition of Subscriber Traffic includes the traffic types have included as "local calling," "extended area service (EAS)," and "intraLATA toll."

77. "Switched Access Detail Usage Data" shall mean a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.

78. "Switched Access Summary Usage Data" shall mean a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.

79. "Switched Access Service" means the offering of facilities for the purpose of the origination or termination of traffic to or from telecommunications services offered in a given area. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access, and 900 access.

80. "Synchronous Optical Network" or "SONET" is a set of optical interface standards that allow optical transmission at rates from 51.4 Mbps to 13.22 Gbps. Synchronous optical network standard is an ultra-high-speed, fiber-optic transmission standard developed by Bellcore for large-scale, fiber-based digital transmission networks that use equipment from many different manufacturers. It is the first telecom industry agreement on standardized interfaces between fiber optic transmission systems and is well on the way to becoming an international standard. Because all SONET-compatible devices speak a common language, network administrators will gain network-wide use of advanced operation and maintenance systems, regardless of who made individual network components. The SONET standard is built around a 51.84 Mbps basic communications channel that is multiplexed upward. SONET line-rate standards now include network bandwidths up to 2.488 Gbps, a rate equivalent to 48 basic SONET communications channels. SONET network standards incorporate present-day 1.544 Mbps DS-1 service and 44.6 Mbps DS-3 service as subsets of the 51.84 Mbps SONET basic channel. SONET will eventually become the primary avenue for transporting broadband ISDN services. Major network equipment manufacturers are introducing network products claiming conformity to the SONET standard.

81. "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

82. "Telecommunications Act of 1996" or "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.*).

83. "Telecommunications Carrier" means any provider of telecommunications services.

84. "Telecommunications Service" means the offering of telecommunications for a fee directly to the public, to such classes of users as to be effectively available to the public, or to telecommunications carriers, regardless of the facilities used.

85. "Telephone Number Portability" or "TNP" is the means by which BellSouth allows customers to retain their existing telephone numbers when changing from one local exchange carrier to another. This service provides transparent delivery of telephone number capabilities, from a customer standpoint in terms of call completion, and from a carrier standpoint in terms of compensation, through the use of call routing, forwarding, and addressing capabilities. Permanent number portability standards will be set by regulatory action, and both Parties agree to implementation of permanent number portability at the earliest possible point in time. The performance and cost of permanent number portability meets end-user customer or co-carrier expectations on a sustainable basis. (See also Interim Number Portability and Permanent Number Portability.)

86. "Total Service Long Run Incremental Cost" or "TSLRIC" is the total additional cost incurred by a telecommunications services provider to produce the entire quantity of a service, group of services, or basic network functions, given that the telecommunications services provider already provides all its other services. TSLRIC is based on the least cost, most efficient technology that is capable of being implemented at the time the decision to provide the service is made.

87. "Toll Free Service" means service provided with any dialing sequence that invokes toll-free (*i.e.*, 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.

88. "Transit Calls" or "Intermediary Function" means intraLATA calls (local and toll) sent between the Parties originating from or terminating to an end user of a third-party LEC, CLEC, wireless provider, or other carrier or calls sent between the Parties destined for or originating from an IXC.

89. "Trunk Side" refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching elements, and cannot be used for the direct connection of ordinary telephone station sets. Incoming telecommunications services from the trunk to the line-side and for trunk-side-to-trunk side connections within any switching element should experience no less than a P.001 blocking probability in the average peak busy hour of the year, and should meet or exceed this level at all other times. This is a means to ensure that end-to-end blocking, which is cumulative, does not exceed a consistent P.02 for all call types in a multi-carrier network.

90. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more central offices, used for the provision of telecommunications services are located. The Parties hereby agree that interconnection will be available at any wire center which meets any or all legislative, judicial and regulatory eligibility standards for interconnection. Interconnection services and access to these interconnections shall not unreasonably be withheld by either Party on any grounds.

91. "Undefined Terms." The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.

ATTACHMENT C-1

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.
State(s):	All
Rates, Terms and Conditions:	In all states, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's Inc.'s Interstate Access Service Tariff, F.C.C. No. 1.
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.

BellSouth Telecommunications
Negotiations Handbook
for
Collocation

Table of Contents

	Page
<u>General</u>	
Preface	3
Introduction	3
Service Descriptions	4
Rate Components	5
<u>General Terms and Conditions</u>	
Application for service	8
Assignment of space	8
Occupancy of space	8
Pricing structure	8
Equipment installation	9
Alarm and monitoring	9
Inspections	9
Commencement Date	9
Access to BellSouth C O 's	10
Liability	10
Insurance Requirements	10
Ordering Interconnected service	10
Assignment of facilities	11
Recovery of extraneous expenses	11
Cancellation of a request in progress	11
Conversion of VEIS to Physical Collocation	11
Special Reports	11
<u>Contacts</u>	
Negotiation contacts	12
Request for Physical Collocation Negotiations	13
<u>Appendices</u>	
BellSouth Certified Vendor lists	14
Central Office Exemption list for Physical Collocation	17
Schematic drawings	18
Rates	20
Zone A Offices	21

Preface

This handbook describes BellSouth's Collocation offerings and contains general information regarding the terms and conditions, ordering, provisioning and maintenance of BellSouth's Physical Collocation offering. 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 for the interconnection to Access Services. BellSouth will negotiate Physical Collocation for placement of equipment on a first come, first serve basis, depending on space availability for interconnection to unbundled network elements, access services and state tariff services required for use by telecommunications service providers.

Service Descriptions

Virtual Expanded Interconnection Service (VEIS)

VEIS or Virtual Collocation, is a tariffed offering which provides for the placement of collocator-owned transmission equipment and facilities in BellSouth Central Offices and the interconnection of this equipment to BellSouth Switched and Special Access Services. VEIS equipment arrangement is most commonly installed in the BST equipment line-up.

With VEIS, the collocator places fiber optic cable outside the central office to an interconnection point designated by BellSouth. The collocator provides the connecting inner 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 collocator's entrance fiber, cabling and equipment arrangement 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 the collocator requests such work. 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

Physical Collocation is a negotiated contract arrangement for the placement of collocator-owned facilities and equipment in BellSouth Central Offices. Physical Collocation is available as either Expanded Interconnection Service (EIS) or Service Interconnection (SI). Expanded Interconnection Service includes placement of equipment connected to private fiber entrance facilities and cross-connected to BellSouth's network. Service Interconnection allows for the placement of collocator equipment, interconnected to BellSouth network, without private entrance facilities.

Unlike VEIS, Physical Collocation arrangements will be placed in floor space separated from BST equipment. Where space permits, BellSouth will construct a common area for all collocators, including separate egress where feasible. The cost of such construction will be shared by all collocators on a pro-rated basis. Equipment ownership, maintenance and insurance is the full responsibility of the collocator or their approved agent. The equipment complement may include transmission equipment, terminating equipment, switching equipment, power and battery equipment, PCs and modems.

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 collocation arrangement enclosure may be purchased from BellSouth to house the equipment arrangement at the request of the collocator for an additional fee. A collocator has the option of arranging directly for the construction of the enclosure following BellSouth specifications. Power equipment installed by the collocator must be enclosed within fire rated walls.

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 physical collocation arrangements as indicated by an (R) designation next to the item in the descriptions following.

Application fee (R)

The application fee is required for each application to cover the engineering and administrative expense associated with assessing the inquiry request. This fee is a one time charge per request, per C.O. for each new VEIS / EIS / IS service request and must accompany the Application/Inquiry document for BellSouth to begin assessing the request. A subsequent request by the same customer in the same C.O. will be treated as "new" if the initial VEIS / EIS / IS request is complete. A Subsequent Application fee may apply in lieu of the Application fee when subsequent requests by the same customer in the same C.O. do not require BellSouth to expend capital.

Floor Space (R)

This component covers the square footage requirements for the equipment rack(s) and POT bay for the equipment arrangement. The square footage calculation of an arrangement having an enclosure equals the total square footage contained within the enclosure walls. When an enclosure is not requested, square footage is calculated by the total shadow print of the equipment racks and POT bay plus a factor of 2.50 to compensate for the collocator's pro-rated share of OSHA required wiring and maintenance aisle space. BellSouth requires an enclosure if a collocator places power equipment or requires administrative space (i.e. a desk or terminal stand).

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

Power (R)

Charges for -48V DC power is assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to Interconnector's equipment or equipment arrangement enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by a BellSouth certified vendor. The Interconnector's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date.

When a collocator requests collocation of equipment that requires BellSouth to construct an addition and/or an upgrade to the power plant in a specific central office, these additions and/or upgrades will be part of the Space Preparation charge. The collocator has the option of accepting responsibility for construction of such upgrades or additions per BellSouth specifications and assuming all costs associated with the construction. Power equipment placed by the collocator must be enclosed within fire rated walls.

Rate Components (cont.)

Cross-connect (R)

This element 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 Network Elements (i.e. 2-wire or 4-wire unbundled loop, unbundled ports). It is a flat rate, non-distance sensitive charge and applies on a per circuit or port connection basis.

POT bay (R)

BellSouth requires the use of a Point of Termination (POT) bay or frame for demarcation with physical collocation. The charge applies on a per cross-connect basis. Although this is currently a separate rate element, BellSouth plans to combine the charge for each termination on the POT bay with the cross-connect rate element in the near future.

Cable Installation

The cable installation charge applies only to collocators who install private entrance facilities to their collocation arrangement. This is a one time (non-recurring) charge per cable installed 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's connectorized 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 elects 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 support system modifications for the shared physical collocation area within a central office plus additional "make ready work" specific to the collocator which is not included in the enclosure construction fee. BellSouth will pro rate the common space preparation costs among all collocators at a given central office based on the number of square footage requested per collocator. This charge may vary dependent on the location and type of arrangement requested. A portion of the estimated Space Preparation charge must be paid prior to construction or equipment installation begins.

Space construction fee

This element applies to physical collocation arrangements only and will vary based on the size of arrangement enclosure requested. The fee covers the materials and installation of an equipment arrangement enclosure. The collocator has the option of accepting responsibility for construction of their equipment arrangement enclosure per BellSouth specifications and assuming all costs associated with the construction. Enclosures constructed for collocation arrangements will become the property of BellSouth.

Rate Components (cont.)

Security Escort (R)

A security escort is 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 where separate, secured ingress/egress is not available. The charge is billed in half hour increments.

Additional Engineering

BellSouth's engineering and other labor time associated with establishing the equipment arrangement and establishing tie cables will be billed as additional engineering. This charge will also apply for modifications to an application in progress which result in architectural, design or engineering changes. Additional engineering charges may apply for work efforts specific to a collocator's space when an enclosure 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-phase process consisting of the Application Inquiry phase and the Firm Order phase. To obtain a copy of BellSouth's application form, see page 12 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. The application fee referenced in the previous section must accompany each application as indication of a bona fide request.

Following the collocators 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 indicate the applicants finalized plans. A detailed equipment drawing must accompany the Firm Order Request along the prepayment of applicable fees.

Assignment of space

BellSouth assigns space for collocation based on space availability and on a first come, first serve basis. For physical collocation, a customer may opt for an enclosure which is available 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 enclosure will be offered contiguous space where available in 50 square foot increments. 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 Service in accordance with existing regulatory requirements.

Pricing structure

BellSouth offers a pricing plan which meets the specifications of the 1996 Legislative Act. A list of current rates is found on page 17 of this document.

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.

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 are met. Current lists of certified vendors as of the issue date of this document are 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. A list of certified vendors may be obtained from the Collocation contact found on page 10 of this Handbook.

Alarm and monitoring

The collocator is responsible for the placement and monitoring of their own remote equipment, environmental, power 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 collocator'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 with a security escort. Additional inspections must be coordinated with BellSouth and require a security escort.

Commencement Date

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

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, but may require a security escort to the collocation area depending on building configuration. Unmanned offices may require prior arrangement for the dispatch of a BellSouth employee or security escort for building access.

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.

Insurance

BellSouth requires the following coverage: (1) \$10 million in commercial general liability insurance or a combination of commercial general liability and excess umbrella coverage totaling \$10 million; (2) workers compensation coverage/employers liability coverage with limits not less than \$100,000 each accident; (3) \$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.

Insurance coverage must be in effect on or before the date work commences or equipment is delivered, whichever is sooner, 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 tariff or state access tariffs at the DS3, DS1 and equivalent DS0 cross-connect level. Interconnection is also available for private line services or unbundled loops and ports at the DS1, 2-wire or 4-wire interface level for certified ALECs only. Please ask your BellSouth contact for 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.

General Terms and Conditions (cont.)

Assignment of facilities

BellSouth assigns facilities within its network to the interconnection demand point and provides the facility interconnection information on the Design Layout Record (DLR). The customer must specify this interconnection information as circuit facility assignment (CFA) on the Access Service Request when ordering cross-connects, whether the service interfaces at the cross-connect at the same level as the end customer or cross-connects at a higher interface level than the service purchased for the end customer.

Conversion of VEIS 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.

Recovery of extraneous expenses

Should BellSouth discover, upon beginning construction for physical collocation space, that unexpected major renovation 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 BellSouth 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.

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:

<u>Contact Name</u>	<u>Telephone</u>
Jerry Hendrix	404 927-7503
David Thierry	404 927-7509

For CAP, and subsequent ALEC contacts:

<u>Contact Name</u>	<u>Telephone</u>	<u>Pager Number</u>	<u>Fax Number</u>
Nancy Nelson	205 977-1136	1-800-729-1380	205 977-0007
Gretchen Temple	205 977-1122	1-800-655-2205	

For IXC customers:

Contact your account representative.

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

Contact your Account Representative

Example Letter
Customer Request
for
Physical Collocation Negotiations

(Date)

Mr. Jerry Hendrix
Director - Marketing Interconnection Services
BellSouth Telecommunications, Inc.
675 W. Peachtree Street, N.E.
Room 34S91
Atlanta, Georgia 30375

Dear Mr. Hendrix:

(Company name) hereby requests to begin the negotiations process to reach a mutually acceptable Physical Collocation Agreement with BellSouth Telecommunications, Inc. in the state(s) of _____.

Please contact (name of your contact) at your earliest convenience to establish the appropriate company contacts and the desired procedural schedule necessary to implement the negotiation process.

Sincerely,

Contact Name and Title
Company Name and Address
Contact Phone Number, Fax Number

**BellSouth Certified Transmission Vendor List
Engineering and Installation of Collocation Arrangements
March 1997**

1	ADC Communications	Ken Reeves Doug Guildry	800-223-9773 318-684-2860
2	ADC Da Tel	Basem Ansbasi	205-655-9898
3	Alcatel	Ed Boarwright Alex Baber	770-270-8335 800-869-4869
4	F F & I Services Co.	Reed Tillis	904-355-7930
5	Lucent Technologies, Inc.	(SC) Adnan Dye (MS) Larry Montgomery (GA) Mike Chancey (NFL) Wayne Stricklen (NC) Abe Jenkins (NC) (AL) Marc Haze (LA, TN, KY) Unknowns	803-926-5213 601-949-8277 404-573-6521 407-636-1421 704-529-0693 910-299-0326 334-265-1291 Use # above
6	Mistel	Bill Quinn	770-923-0304
7	Quality Telecommunications, Inc.	Jerry Miller	770-953-1410
8	Rapid Response Comm.	Ted Pellaux	423-546-2886
9	Reliac Services	Woody Bell	770-449-0840
10	Six "R" Comm., Inc.	Ken Koontz Dick Phillips	704-289-5522

Available regionally for engineering, installation for North & South Carolina Only

11	Tele-Tech Company	Rod Trewick	770-389-3043
12	Telpro Technologies, Inc.	Robert West, Jr.	404-629-1093
13	Trans Global Comm. (Daytona Beach, Fla., District Only)		904-245-0100
14	Volt Information Science	George Maquieira 275 Cox Street, Roselle, NJ 07203	908-245-0100
15	W E. Tech, Inc.	Wes Evans	954-587-6996

The certification status of any listed vendor is subject to change monthly, therefore please ensure you have current information by contacting your BellSouth Collocation Coordinator. @ This indicates a Certified Vendor is temporarily unavailable for collocation selection.

BellSouth Certified Switch Vendors
Engineering and Installation for Physical Collocation
March 1997

1	DSC Corporation	John Mastoras	214-491-1870
2	Lucent Technologies, Inc.	(SC) Adrian Dye (MS) Larry Montgomery (GA) Mike Chancey (NFL) Wayne Stricklen (NC) Abe Jenkins (NC) (AL) Marc Haze (LA, TN, KY) Unknown	803-926-5213 601-949-8277 404-573-6521 407-636-1421 704-529-0693 910-299-0326 334-265-1291 Use as # above
3	Nortel	Margaret Skeen	770-661-4303
4	Siemens Stromberg - Carlson	Manfred Schmidt (Installation) Karl Hoskins (Engineering)	407-942-5665 561-955-8621

The certification status of any listed vendor is subject to change monthly, therefore please ensure you have current information by contacting your BellSouth Collocation Coordinator. @ This indicates a Certified Vendor is temporarily unavailable for collocation selection.

**BellSouth Certified Power Vendors
Engineering and Installation for Physical Collocation
March 1997**

1 Charles E. Singleton	Sam Wetzel	305 960 0158
2 Reltec Services	Bob Dietz	216 353 2070
3 Six R Communications	Ken Koomz	704 535 7607
4 Lucent Technologies, Inc.	(SC) Adrian Dye	803 926 5213
	(MS) Larry Montgomery	601 949 8277
	(GA) Mike Chancey	404 573 6521
	(NFL) Wayne Stuckles	407 636 1421
	(NC) Abe Jenkins	704 529 0693
	(NC)	910 299 0326
	(AL) Marc Hazz	334 265 1291
	(LA, TN, KY) Unknown	Use # above

The certification status of any listed vendor is subject to change monthly, therefore please ensure you have current information by contacting your BellSouth Collocation Coordinator. @ This indicates a Certified Vendor is temporarily unavailable for collocation selection.

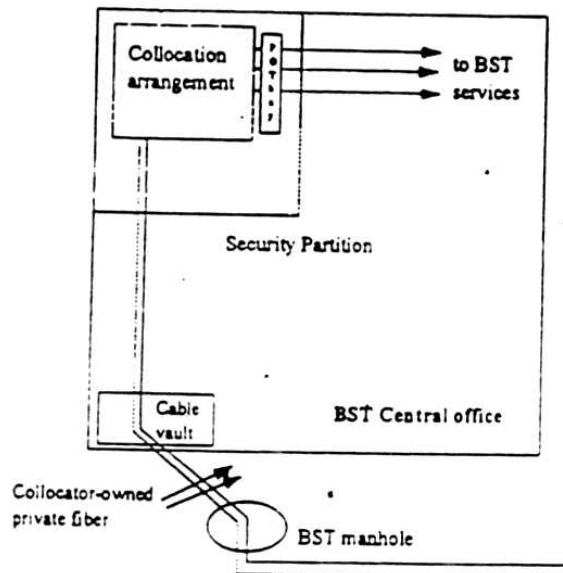
BellSouth Physical Collocation
Central Office Exemptions
(through September 1994)-

State	City	Central Office	CLLI
Alabama	Birmingham	Five Points South *	BRHMALES
		Main and Toll	BRHMALENT
	Huntsville	Riverchase *	BRHMALERC
		Redstone Arsenal	HNVLAALA
Florida	Chipley	Jackson	CHPLFLJA
	Gainesville	Main *	GSVLFLEMA
	Jacksonville	Mandarin Avenues	MNDRFLAV
		San Jose	JCVLFLSJ
		South Point (JT Butler)	JCVLFLLT
	Jupiter	Main	JPTRFLMA
	Lake Mary	Main (Heathrow)	LKMRFLMA
	Lynn Haven	Ohio Avenue	LYHNFLOH
	North Dade	Golden Glades	NDADFLGG
	Pensacola	Ferry Pass *	PNSCFLEP
	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	GNVLSCLR
Tennessee	Memphis	Main *	MMPHTNMA
		Midtown *	MMPHTNMT
		Southside *	MMPHTNST

- BellSouth ceased qualifying C O's September 1994 due to elimination of physical offering.
* The exemptions for these offices were scheduled to expire on or before 12-31-96

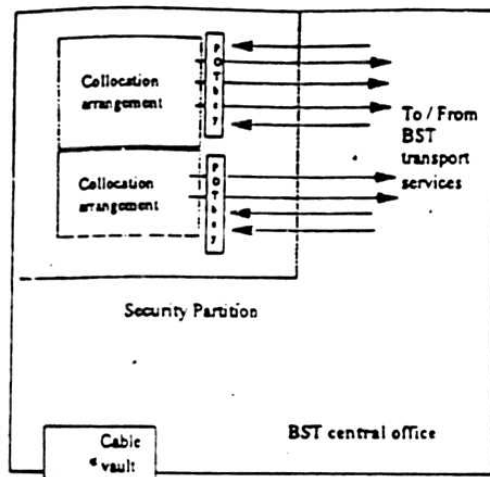
Physical Collocation: Expanded Interconnection

With Expanded Interconnection, the collocator is "expanding" their private network to interconnect with BellSouth's network. Therefore, private fiber is placed to the central office and pulled through to the collocation arrangement. The collocator places their equipment in leased floor space and purchases cross-connects to BellSouth's transport services.



Physical collocation: Service Interconnection arrangement

With a Service Interconnection arrangement, the collocator places their equipment in leased floor space and purchases cross-connects to BellSouth's Transport services



Rates for Negotiated Interconnection

Rate Element	Application/Description	Type of charge	Rate
Application Fee	Applies per arrangement per location	Non recurring	\$ 3,850.00
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 enclosure in 100 sq ft increments	Non recurring	\$ 4,500.00 *(2)
Cable Installation Fee	Applies per entrance cable	Non recurring	\$ 2,750.00
Floor Space	Per square foot, for Zone A and Zone B offices respectively	Monthly Recurring	\$7.50 / \$6.75 *(3)
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	\$ 5.00 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$13.35 per cable
POT bay	Optional Point of Termination bay, per 2-wire / 4-wire and per DS1 / DS3 cross-connect respectively	Monthly Recurring	\$ 40 / \$1.20 \$1.20 / \$8.00 *(4)
Cross-connects	Per 2-wire / 4-wire respectively Per DS1 / DS3 respectively	Monthly Rec Non-rec - first - addtl Monthly Rec Non-rec - first - addtl	\$ 30 / \$.50 \$19.20 \$19.20 \$ 8.00 / \$ 72.00 \$155.00 \$ 27.00
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 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 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 November 1996 This list is subject to amendment

Note 4 Will be combined with cross-connect charge as one element in the near future

BellSouth Zone A Offices

Exempt from Physical			
STATE	CITY	OFFICE	CLLI
FL	Birmingham	Main & Toll	BRBMFLMA EX
	Montgomery	Main & Toll	MTGMALMT
	Mobile	Azalea	MOBLALAZ
	Boca Raton	Boca Teeca	BCRTFLBT
	Fort Lauderdale	Main Relief	FTLDFLMR
		Cypress	FTLDFLCY
		Plantation	FTLDFLPL
	Jacksonville Beach	Main	ICBHFLMA
	Jacksonville	Arlington	ICVLFLAR
		Beachwood	ICVLFLBW
		Clay Street	ICVLFLCL
		Southpoint	ICVLFLTJ EX
		Normandy	ICVLFLNO
		Riverside	ICVLFLRV
		San Jose	ICVLFLSJ EX
		San Marco	ICVLFLSM
		Westconnett	ICVLFLWC
		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
		Pinehills	ORLDFLPH
	West Palm Beach	Annex (Main Annex)	WPBHFLAN

STATE	CITY	OFFICE	CLLI	STATUS
GA	Athens	Athens	ATHNGAMA	
	Atlanta	Courtland St	ATLNGACS	
		Peachtree Pl	ATLNGAPP	
		Buckhead	ATLNGABU	
		East Point	ATLNGAEP	
		Toco Hills	ATLNGATH	
		Sandy Springs	ATLNGASS	
	Lilburn	Lilburn	LLBNGAMA	
	Smyrna	Power Ferry	SMYRGAPF	
		Smyrna Main	SMYRGAMA	
	Tucker	Tucker Main	TUKRGAMA	EX
	Roswell	Roswell Main	RSWLGAMA	
	Norcross	Norcross Main	NRCRGAMA	
	Marionetta	Marionetta Main	MARRTGAMA	
	Dunwoody	Dunwoody Main	DNWDGAMA	
	Alpharetta	Alpharetta Main	ALPRGAMA	
	Columbus	Columbus Main	CLMBGAMT	
	KY	Louisville	Armory Place	LSVLKYAP
Westport Rd			LSVLKYWE	EX
Beechmont			LSVLKYBE	
Bardstown Road			LSVLKYBR	EX
Fern Creek			LSVLKYFC	
JTOWN			LSVLKYJT	
Mathews			LSVLKYSM	
LA	New Orleans	Third Street	LSVLKYTS	
		Main	NWOKLAMA	
MS	Baton Rouge	Main	BTRGLAMA	
	Hattiesburg	Hattiesburg Main	HTBGMSMA	
NC	Jackson	Cap Pearl	JCSNMSCP	
	Vicksburg	Vicksburg	VCBGMSMA	
	Cary	Central	NARYNCCE	
	Chapel Hill	Rosemary	CPHLNCRO	
	Charlotte	Caldwell	CHRLNCCA	
		South Boulevard	CHRLNCBO	
		Denta	CHRLNCDE	
NC	Charlotte	Erwin	CHRLNCER	
		Lake Point	CHRLNCLP	
		Reid	CHRLNCRE	EX
		Sharon Amity	CHRLNCSE	
		University	CHRLNCUN	EX
NC	Greensboro	Eugene St	GNBONCEU	
	Raleigh	Morgan	RLGHNCMO	
		New Hope	RLGHNCHO	
NC	Salisbury	Main	SLBRNCMA	

	Winston Salem	Fifth Street	WNSLNCFI
	Asheville	O Henry	AHVLCOH
SC	Charleston	Dial & Toll	CHTNSCDT
	Columbia	Senate St	CLMASCSE EX
		At Andrews	CLMASCSE
	Greenville	D&T	GNVLSCDT
		Woodruff Road	GNVLSCLR EX
	Spartanburg	Main	SPBGSCMA
TN	Knoxville	Main	KNVLTNMA
	Memphis	Bartlett	MEMPTNBA
		Chickasaw	MEMPTNCT
		Eastland	MEMPTNEL
		Germantown	MEMPTNGT
		Main	MEMPTNMA EX
		Oakville	MEMPTNOA
		Southland	MEMPTNSL
	Nashville	Main & Toll	NSVLTNMT
		Airport	NSVLTNAP
		Brentwood	NSVLTNBW
		Creve Hall	NSVLTNCH
		Donelson	NSVLTNDO
		Inglewood	NSVLTNIN
		Sharondale	NSVLTNST
		University	NSVLTNUN

ATTACHMENT C-2

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 and is rated on a distance sensitive basis. It is engineered to meet the same parameters as a residence or business exchange access line.

BellSouth shall allow Carrier to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth herein:

"2-Wire Analog Voice Grade Loops" or "Analog 2W" which support analog transmission of 300-2000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W include Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines. Both "pure copper" and "Unintegrated Digital Loop Carrier" (ULDC) systems shall be made available.

"4-Wire Analog Voice Grade Loops" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface. Both "pure copper" and "Unintegrated Digital Loop Carrier" (ULDC) systems shall be made available.

"2-Wire ISDN Digital Grade Links" or "BRI ISDN" which support digital transmission of two 64 kbps bearer channels and one 16 kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards.

"2-Wire ADSL-Compatible Loop" or "ADSL 2W" is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire non-loaded

ATTACHMENT C-2 (cont'd)

twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the BellSouth Central Office frame.

"2-Wire HDSL-Compatible Loop" or "HDSL 2W" is a transmission path which facilitates the transmission of a 768 kbps digital signal over a 2-Wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet T1E1 Technical Report Number 28 specifications.

"4-Wire HDSL-compatible Loop" or "HDSL 4W" is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the specifications.

"Integrated Digital Loop Carrier" or "Integrated DLC" is defined in BellCore TR-TSY-00303, "Integrated Digital Loop Carrier (ILDC) Requirements, Objectives and Interface."

Rate(s): The Parties hereby agree to submit the issue of rate structure and rate levels to state commission arbitration.

State(s): Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee

Rate Elements	Monthly	Nonrecurring Charges
Unbundled Exchange Access Loop	\$X.XX	\$X.XX
Unbundled Exchange Access IOC		
- Fixed	\$X.XX	\$X.XX
- 1-8 Miles	\$X.XX	N/A
- 9-25 Miles	\$X.XX	N/A
- Over 25 Miles	\$X.XX	N/A

ATTACHMENT C-3

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 Carrier'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 rates 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 Carriers.

Rates: The Parties hereby agree to submit the issue of rate structure and rate levels to state commission arbitration.

State(s): Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee

Rate Elements	Monthly	Nonrecurring Charges	
		First	Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$X.XX	\$X.XX	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$X.XX	\$X.XX	\$X.XX

Attachment C-4

Unbundled Products and Services and New Services

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 BellSouth'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 combined with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

When an Unbundled Port is connected to BellSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 20 of BellSouth Telecommunications's, Inc.'s Interstate Access Tariff, FCC No.1.

Alabama				Florida				Georgia			
Rate Elements		Rate	Per	Rate Elements		Rate		Rate Elements		Rate	
Monthly (1)				Monthly				Monthly			
Residence Port		\$2.50		Residence Port		\$2.00		Residence Port		\$2.28	
Business Port		\$7.00		Business Port		\$4.50		Business Port		\$4.60	
PBX Trunk Port (2,3,4)		\$7.00		PBX Trunk Port		\$7.50		PBX Trunk Port		\$7.37	
Rotary Service		\$2.00		Rotary Service		\$2.00		Rotary Service		\$2.77	
Primary Rate ISDN NAS (5,6)		\$20.00									
Usage-Mileage Bands				Usage-(STS)				Usage-(STS)			
A (0 miles)		\$0.02	Int. min.	- int. min.		\$0.0275		- setup per call		\$0.02	
B (1-10 miles)		\$0.01	Add'l min.	- add'l min.		\$0.0125		- per minute or fraction thereof		\$0.02	
C (11-16 miles)		\$0.04	Int. min.								
D (17-22 miles & existing LCA described in A3 & greater than 22 mi)		\$0.02	Add'l min.								
E (23-30 miles)		\$0.06	Int. min.								
F (31-40 miles)		\$0.04	Add'l min.								
G (Special Band) (7)		\$0.10	Int. min.								
		\$0.07	Add'l min.								
		\$0.10	Int. min.								
		\$0.10	Add'l min.								
		\$0.10	Int. min.								
		\$0.10	Add'l min.								
		\$0.10	Int. min.								
		\$0.10	Add'l min.								

NOTES:

- (1) Nonrecurring Charges, as displayed in Table I on Page 3, and Usage Charges, as displayed on this page, apply in addition to monthly rates.
- (2) Applies per outgoing, incoming or 2-way trunk port.
- (3) DID requires rates and charges as indicated in Table II on Page 3 in addition to the PBX Trunk Port rates.
- (4) IDD requires rates and charges as indicated in Table III on Page 3 in addition to the PBX Trunk Port rates.
- (5) Applies per outgoing, incoming or 2-way voice grade equivalent.
- (6) Primary rate ISDN requires a primary rate interface in addition to the primary rate ISDN NASes. Additional charges also apply per Primary Rate B-Channel, Call-by-Call Integrated Service Access Service Selection and Incoming Call Identification. See Table IV on Page 3 for rates and charges.
- (7) In addition to the local calling described in A3 of BellSouth's General Subscriber Service Tariff, if any wire center in an exchange is located within 40 miles of any wire center in the originating exchange, 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-4
Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports (Cont'd)

Kentucky			Louisiana		
Rate Elements	Rate	Per	Rate Elements	Rate	Per
Monthly			Monthly		
Residence Port	\$3.50		Residence Port	\$2.50	
Business Port	\$10.00		Business Port	\$7.00	
PBX Trunk Port	\$10.00		PBX Trunk Port	\$7.00	
Rotary Service	\$3.50		Rotary Service	\$3.50	
Usage-Mileage Bands			Usage-Mileage Bands		
A (0 miles)	\$0.04	Int. Min.	D (0 miles)	\$0.02	Int. Min.
B (1-10 miles)	\$0.02	Add'l min.	A (1-10 miles)	\$0.01	Add'l min.
C (Greater than 10 miles Limited LCA)	\$0.04	Int. Min.	B (11-16 miles)	\$0.04	Int. Min.
D (1-10 miles beyond Limited LCA)	\$0.02	Add'l min.	C (17-22 miles)	\$0.02	Add'l min.
E (11-16 miles beyond Limited LCA)	\$0.08	Int. Min.	D (23 - 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.08	Int. Min.
F (17-22 miles beyond Limited LCA)	\$0.04	Add'l min.	E (Greater than 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.04	Add'l min.
G (23-30 miles beyond Limited LCA)	\$0.08	Int. Min.	F (23 - 30 miles Inter-Parish Expanded LCA)	\$0.14	Int. Min.
H (31-40 miles beyond Limited LCA)	\$0.07	Add'l min.	G (31 - 40 miles Inter-Parish Expanded LCA)	\$0.14	Add'l min.
I (Greater than 40 miles beyond Limited LCA)	\$0.08	Int. Min.	H (Greater than 40 miles Inter-Parish)	\$0.14	Int. Min.
	\$0.07	Add'l min.		\$0.14	Add'l min.

Mississippi			N. Carolina			S. Carolina		
Rate Elements	Rate	Per	Rate Elements	Rate	Per	Rate Elements	Rate	Per
Monthly			Monthly			Monthly		
Residence Port	\$3.75		Residence Port	\$2.00		Residence Port	\$4.00	
Business Port	\$7.50		Business Port	\$8.00		Business Port	\$10.50	
PBX Trunk Port	\$7.50		PBX Trunk Port	\$8.00		PBX Trunk Port	\$10.50	
Rotary Service	\$3.75		Rotary Service	\$1.50		Rotary Service	\$3.00	
Usage - Mile Bands			Usage - (STS)			Usage - (STS)		
A (0 miles)	\$0.02	Int. min.	- Int. min.			\$0.05	- Basic Svc Area	\$0.02
B (1-10 miles)	\$0.01	Add'l min.	- Add'l min.			\$0.02	- Expanded Svc Area	\$0.12
C (11-16 miles existing LCA described in A3 & greater than 16 miles and calls to county seat greater than 16 miles)	\$0.04	Int. min.						
D (17-30 miles)	\$0.02	Add'l min.						
E (31-55 miles Basic LATA)	\$0.08	Int. min.						
F (31-55 miles Jackson LATA)	\$0.04	Add'l min.						
G (56-85 miles Basic LATA)	\$0.08	Int. min.						
	\$0.07	Add'l min.						
	\$0.12	Int. min.						
	\$0.10	Add'l min.						
	\$0.18	Int. min.						
	\$0.14	Add'l min.						

Tennessee		
Rate Elements	Rate	Per
Monthly		
Residence Port	\$4.00	
Business Port	\$10.00	
PBX Trunk Port	\$10.00	
Rotary Service	\$8.50	
Usage - Mile Bands		
A (0-16 miles)	\$0.02	min
B (17-30 miles)	\$0.06	min
C >30 miles	\$0.10	min

ATTACHMENT C-4 (cont'd)

Special Service Requirements:

1. Switching functionalities in the port element include dialtone, screening, recognition of service request, recognition of call-specific information, digit analysis, routing, testing, recordings, signal generation, call completion or handoff, SSP functionality and tables, PIC tables, trunk tables, class of service tables, billing record generation, and AIN tables.
2. Carrier's purchase of the port element for a specific switch avails to it all the features and functionality on that switch.
3. Carrier can interconnect loops from any source to the line port(s) that it purchases on the same terms/conditions/intervals as loops provided by BellSouth.
4. Carrier can use the port element to provide any local exchange service, including switched access services.
5. Optional functionality to support CLASS/Customer Calling features will be included with the port element. No additional charges will apply.
6. Functionality to craft Centrex offerings (call transfer, special dialing, etc.) will be available as part of the port element.

ATTACHMENT C-5

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(s):

Rate Elements	Monthly Rate	Recurring Rate	Non-Recurring	Applied Per
CCS7 Signaling Connection	\$155.00	—	\$51	56 Kpbs facility
CCS7 Signaling Termination	\$355.00	—	0.00	STP Port
CCS7 Signaling Usage*	—	\$0 000023	—	Call Set Up Msg.
	—	\$0 000050	—	T-Cap Msg.
CCS7 Signaling Usage Surrogate*	\$395.00	—	—	56 Kpbs facility
*Where signaling usage measurement capability exists, CCS7 Signaling Usage will be billed on a per signaling message basis. Where measurement capability does not exist, CCS7 Signaling Usage will be billed on a per 56 Kpbs facility basis.				

ATTACHMENT C-6

Unbundled Products and Services and New Services

Service: Line Information Database (LIDB)-Storage Agreement

Description: The LIDB 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 or for Carrier NXX's stored in BellSouth's LIDB. BellSouth will store in its 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 Carrier's data is used BellSouth will compensate Carrier at a rate of 40% of BellSouth's LIDB Validation rate per query as displayed in Attachment C-13 following.

State(s): All

Rate(s): No Charge

LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT
FOR RESOLD LOCAL EXCHANGE LINES, UNBUNDLED LOOPS
AND SERVICE PROVIDER NUMBER PORTABILITY ARRANGEMENTS

This agreement, effective as of _____, 1997, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and _____ ("Local Exchange Company").

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

I. SCOPE

This Agreement sets forth the terms and conditions for inclusion in BST's Line Information Data Base (LIDB) of billing number information associated with Local Exchange Company's provision (or resale) of local exchange service or Service Provider Number Portability (SPNP) arrangements requested by Local Exchange Company on behalf of Local Exchange Company's end user. BST will store in its data base the relevant billing number information, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified below.

LIDB is accessed for:

- Billed Number Screening
- Calling Card Validation for Calling Cards issued by BellSouth
- Fraud Control

II. DEFINITIONS

2.01. 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.

2.02. 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 management.

2.03. 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.

2.04. Calling Card number - a billing number plus PIN number assigned by BST.

2.05. 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.

2.06. 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.

2.07. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

2.08. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

2.09. 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

3.01. BST 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.

3.02. 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.

3.03. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

3.04. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

(a) 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.

(b) 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.

3.05. 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.

3.06. Local Exchange Company understands that BST currently has in effect numerous billing and collection cents 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 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.

IV. COMPLIANCE

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

V. TERMS

This Agreement will be effective as of _____, 1997, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days' written notice to the other Party.

VI. FEES FOR SERVICE AND TAXES

6.01. 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.

6.02. 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, the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

VII. 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.

VIII. 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 formed or not performed hereunder, regardless of the cause of such loss or damage.

IX. MISCELLANEOUS

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

9.02. 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.

9.03. 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 mark 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 related to BST without BST's prior written approval.

9.04. 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 understandings with respect to the subject matter hereof.

9.05. 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.

9.06. 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, 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.

9.07. 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, INC.

By: _
Title: _
Date: _
Address: _

ITC HOLDING

By: _
Title: _
Date: _

DOCKET NO. 970888-TP
ORDER NO. PSC-97-1332-FOF-TP
PAGE 125

ATTACHMENT A

Address: _

ATTACHMENT C-7

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

Rate Elements	Description	Monthly	Non-Recurring
LIDB 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	--
LIDB 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	--
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
CCS7 Signaling Connections	Rates, terms and conditions for CCS7 Signaling Connections are as set forth in Section E6.8 of BellSouth Telecommunication's Inc.'s Intrastate Access Services Tariff.		

ATTACHMENT C-8

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 Carrier end user customer.

States(s): All

Rate(s):

- (1) No charge for Carrier 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.

Special Requirements: Carrier agrees to execute a directory listing agreement with BAPCO in a form consistent in all material respects with the sample listing agreement attached hereto.

AGREEMENT

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

1. **RECITALS.** BAPCO is the publisher of alphabetical (or White Pages) and classified (or Yellow Pages) 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 in a mutually acceptable format for use by BAPCO or its affiliates 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 subscriber 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.

BAPCO shall provide a process whereby CARRIER is afforded a reasonable opportunity to review and correct its subscribers' alphabetical listings in advance of publication

(b) Provided CARRIER establishes appropriate resale arrangements with BellSouth Telecommunications, Inc. ("BellSouth"), BAPCO shall publish additional listings, foreign listings and other alphabetical Directory listings offered by BellSouth, for CARRIER subscribers upon their request consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories.

(c) BAPCO will distribute its regularly published alphabetical and classified Directories to local CARRIER subscribers at no charge to CARRIER or CARRIER's 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.

(g) BAPCO will not provide information obtained from CARRIER concerning its subscribers to other local exchange telephone service providers without CARRIER approval, except as may be required in relation to publishing of Directories or as may be permitted by CARRIER for directory assistance or other purposes.

(h) BAPCO and CARRIER acknowledge that mutual cooperation will be required to successfully serve the needs of their common customers and therefore agree to use reasonable efforts to provide such cooperation to achieve the highest quality of service for both parties' customers.

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. BAPCO shall periodically provide CARRIER with changes

by BAPCO in the same which in BAPCO's judgment affect CARRIER's conduct in BAPCO's publishing of listings for CARRIER's subscribers. Such policy updates shall include, without limitation, the subjects described in Exhibit B.

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 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. TERM. This Agreement shall be effective on the date of the last signature hereto for a term of four (4) 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.

7. ASSIGNMENT. This Agreement shall be binding upon any successors or assigns of the parties during its Term.

8. 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. There shall be no intended third party beneficiaries to this Agreement.

9. 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 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 orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduced to writing within forty-five (45) days.

(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 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 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 necessary for its use under the terms hereof, 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.

10. 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, 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.

11. 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.

12. 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 _____

13. 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

By _____
(Signature)

By _____
(Signature)

Name: R F Barretto

Name: _____

Title: Director - LEC Interface

Title: _____

Date: _____

Date: _____

EXHIBIT A

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 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)

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
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 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. Directory Name: 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, zip.
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

EXHIBIT B

BAPCO Deliverables *

Abbreviations Table

BAPCO will provide copy of the standard abbreviations 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 effectively processing various listed name requests.

Central Office Table

BAPCO will provide two versions of what is called the ABC table. Version 1 of this report identifies by NPA and in sequence by central office the directory in which a customer is entitled to appear. Version 2 of this report reflects the directory name and all central offices appearing within that directory.

Coverage Maps

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

Customer Guide Pages Appearance Procedures

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 pages.

Foreign Directory Name Table

BAPCO will provide 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.

Listing Guidelines

BAPCO will provide an example of the most common listing elements and their entitlement to appearance in the White and Yellow Pages.

Listing Standards and Regulations

BAPCO will provide a condensed version of listing specifications reflecting the rules and regulations regarding listing appearance in both the White and Yellow Pages.

Publication Schedules

BAPCO will provide to all carriers 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 vary depending upon the size of directory.

Yellow Pages Headings

BAPCO will provide 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.

* Information will be provided on disk in standard Microsoft Word format or via Internet download.

ATTACHMENT C-9

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, Carrier must provide a minimum of two dedicated trunk groups originating from Carrier's serving wire center and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from Carrier's point of interface to its 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 Telecommunications Inc.'s Intrastate Access Service Tariffs.

State(s): All

Rate(s): Will be billed to appropriate municipality.

Special Service Requirements:

1. BellSouth shall provide interconnection to a 911 selective routing switch to route calls from Carrier network to correct the Public Safety Answering Point (PSAP).
2. BellSouth shall identify any special default arrangements and routing arrangements to complete overflow.
3. BellSouth shall specify any requirements for emergency backup numbers in case of massive trunk failures.
4. BellSouth shall provide priority restoral of trunk or network outages on the same terms/conditions it provides itself (and without the imposition of TSP).
5. The Parties agree to develop a mutual aid agreement to assist with disaster recovery.
6. BellSouth shall implement a process to identify and correct errors to the ALI database to ensure that the accuracy of data stored by new entrants is no less than its own data.
7. BellSouth shall provide reasonable advance notification of any pending tandem moves, and scheduled maintenance outages which could affect the provision of 911 service.

8. BellSouth shall establish a process for the management of NPA splits as well as NXX splits sufficient to ensure that the provision of 911 services to Carrier is not adversely affected.

ATTACHMENT C-10

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 dialing instructions, and other operator assistance the customer may desire.

Rate Elements	State(s)	Monthly Recurring	Applied Per
Operator Provided Call Handling	All		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 \$0.06 \$0.06 \$0.06 \$0.12	Per Call Attempt Per Call Attempt Per Call Attempt Per Call Attempt 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 conditions are as set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.			

ATTACHMENT C-11

Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: In order to provide customers of the co-carriers access to ubiquitous directory assistance services, whereby they can gain information on all assigned numbers regardless of the exchange service provider, methods and procedures need to be developed to 1) incorporate BellSouth and Carrier customer data into each other's directory assistance databases; 2) provide access to each other database(s) for their customers; 3) to buy and sell companies of each others directory assistance and use.

State(s): All.

Rate(s):

Rate Elements	Description	State(s)	Monthly Rate
Directory Assistance Call Completion Access Service	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. This charge will be applied per completed call.	All	\$0.25
Call Completion Access Termination Charge	This charge will be applicable per completed call and is in addition to the DACC Access Service charge listed above.	Alabama Florida Georgia Kentucky Louisiana Mississippi N. Carolina S. Carolina Tennessee	\$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.08 \$0.08 \$0.12
Number Services Intercept Access Service	Number Services Intercept Access refers calls from disconnected numbers to the proper number or numbers. This charge will be applied per intercept query.	All	\$0.30
Directory Assistance Service Call	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 Telecommunications Inc.'s Intrastate Access Service Tariff.		
Directory 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 Telecommunications 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 Telecommunications 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 Telecommunications Inc.'s General Subscriber Service Tariff.		
Direct Access to DA Service	Rates, terms and conditions will be applied as set forth in Section 9.3 of BellSouth Telecommunications Inc.'s Intrastate Access Service Tariff F.C.C. No. 1.		

ATTACHMENT C-11 (cont'd)

Special Service Requirements:

1. DA Service hereunder provides the ability to make Carrier's data available to anyone calling BellSouth's DA, and BellSouth's data available to anyone calling Carrier's DA.
 2. BellSouth shall store proprietary customer information provided by Carrier in its AA database; such information shall be able to be identified by source provider in order to provide the necessary protection of proprietary information.
 3. DA Service includes the ability to complete intraLATA, 555 and 411 calls utilizing components of BellSouth's DA network.
 4. Carrier may resell BellSouth DA either as part of a bundled Carrier service or independently.
 5. Carrier shall be able to buy the components or any combination of components, that comprise the DA Service and package them as required, including:
 - Unbundled Directory Platform (includes operators, switch and LAN)
 - Unbundled Directory Assistance Database Access Service ("DADAS")
 - Unbundled Directory Assistance Database Service ("DADS")
- DADAS and DADS will be offered pursuant to the terms of the applicable BellSouth Local Interconnection Services Tariff.
6. There will be no charge for BellSouth storage of Carrier customer information in the Directory Assistance Database.
 7. The end-to-end interval for updating database must be the same as provided to BellSouth's end users.
 8. BellSouth will provide Carrier with an interface into BellSouth's database for updating and inquiries.
 9. Quality standards shall be equivalent to that provided by BellSouth to its own customers.
 10. Speed-to-answer times will be equivalent to that provided by BellSouth to its own customers.

ATTACHMENT C-10

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 dialing instructions, and other operator assistance the customer may desire.

Rate Elements	State(s)	Monthly Recurring	Applied Per
Operator Provided Call Handling	All		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	\$0.06	Per Call Attempt
	Florida	\$0.06	Per Call Attempt
	Georgia	\$0.06	Per Call Attempt
	Kennucky	\$0.06	Per Call Attempt
	Louisiana	\$0.06	Per Call Attempt
	Mississippi	\$0.06	Per Call Attempt
	N. Carolina	\$0.06	Per Call Attempt
	S. Carolina	\$0.06	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 conditions are as set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.			

ATTACHMENT C-11

Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: In order to provide customers of the co-carriers access to ubiquitous directory assistance services, whereby they can gain information on all assigned numbers regardless of the exchange service provider, methods and procedures need to be developed to 1) incorporate BellSouth and Carrier customer data into each other's directory assistance databases; 2) provide access to each other database(s) for their customers; 3) to buy and sell companies of each others directory assistance and use.

State(s): All.

Rate(s):

Rate Elements	Description	State(s)	Monthly Rate
Directory Assistance Call Completion Access Service	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. This charge will be applied per completed call.	All	\$0.25
Call Completion Access Termination Charge	This charge will be applicable per completed call and is in addition to the DACC Access Service charge listed above.	Alabama Florida Georgia Kentucky Louisiana Mississippi N. Carolina S. Carolina Tennessee	\$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.08 \$0.08 \$0.12
Number Services Intercept Access Service	Number Services Intercept Access refers calls from disconnected numbers to the proper number or numbers. This charge will be applied per intercept query.	All	\$0.30
Directory Assistance Service Call	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 Telecommunications Inc.'s Intrastate Access Service Tariff.		
Directory 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 Telecommunications 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 Telecommunications 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 Telecommunications Inc.'s General Subscriber Service Tariff.		
Direct Access to DA Service	Rates, terms and conditions will be applied as set forth in Section 9.3 of BellSouth Telecommunications Inc.'s Intrastate Access Service Tariff F.C.C. No. 1.		

ATTACHMENT C-11 (cont'd)

Special Service Requirements:

1. DA Service hereunder provides the ability to make Carrier's data available to anyone calling BellSouth's DA, and BellSouth's data available to anyone calling Carrier's DA.
2. BellSouth shall store proprietary customer information provided by Carrier in its AA database; such information shall be able to be identified by source provider in order to provide the necessary protection of proprietary information.
3. DA Service includes the ability to complete intraLATA, 555 and 411 calls utilizing components of BellSouth's DA network.
4. Carrier may resell BellSouth DA either as part of a bundled Carrier service or independently.
5. Carrier shall be able to buy the components or any combination of components, that comprise the DA Service and package them as required, including:
 - Unbundled Directory Platform (includes operators, switch and LAN)
 - Unbundled Directory Assistance Database Access Service ("DADAS")
 - Unbundled Directory Assistance Database Service ("DADS")DADAS and DADS will be offered pursuant to the terms of the applicable BellSouth Local Interconnection Services Tariff.
6. There will be no charge for BellSouth storage of Carrier customer information in the Directory Assistance Database.
7. The end-to-end interval for updating database must be the same as provided to BellSouth's end users.
8. BellSouth will provide Carrier with an interface into BellSouth's database for updating and inquiries.
9. Quality standards shall be equivalent to that provided by BellSouth to its own customers.
10. Speed-to-answer times will be equivalent to that provided by BellSouth to its own customers.

ATTACHMENT C-11 (cont'd)

Special Service Requirements (cont'd):

11. Dialing parity will be provided, including no unreasonable dialing delays.
12. BellSouth will incorporate Carrier customer data in its DA database via the ordering process specified in its Facilities-Based Ordering Guide ("FBOG").
13. BellSouth's DA database shall be updated and maintained with Carrier data for customers who:
 - Disconnect
 - Change carrier
 - Install
 - "Change" orders
 - Are Non-Published
 - Are Non-Listed
 - Are Non-Published/Non-Listed
14. Each carrier shall bill its own end-users.
15. BellSouth invoices to Carrier for DA Services shall be in a CABS format.
16. The Parties agree to develop reasonable intercompany procedures to correct errors which are identified in the DA database.

8. BellSouth shall establish a process for the management of NPA splits as well as NXX splits sufficient to ensure that the provision of 911 services to Carrier is not adversely affected.

ATTACHMENT C-12

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 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-Send Paid Report System (NSPRS) described in the attached agreement and Attachment C-13 hereto. BellSouth agrees to provide CMDS/RAO hosting and NSPRS services for Carrier, subject to the terms of this Attachment and Attachment C-14, and subject to execution of a services agreement substantially in the form attached hereto.

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

CONTRACT PROVISIONS FOR RAO HOSTING AND NSPRS

SECTION 1. 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 Carrier. The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

- 2.01 A. Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Message Record (EMR) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to Carrier or from Carrier 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 are 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 Accounting 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 Carrier 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 Carrier 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 Carrier 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 effect.

SECTION 6. TERM OF AGREEMENT

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

Executed this _____ day of _____, 1997.

WITNESS:

ITC HOLDING

(title)

WITNESS:

BELLSOUTH TELECOMMUNICATIONS, INC.

DOCKET NO. 970888-TP
ORDER NO. PSC-97-1332-FOF-TP
PAGE 148

ATTACHMENT A

(title)

- 2.05 All data received from Carrier 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). th on data
e
Carrier
essing. In
rier will
- 2.06 BellSouth will receive messages from the CMDS network that are destined to be processed by Carrier and will forward them to Carrier on a daily basis.
- 2.07 Transmission of message data between BellSouth and Carrier will be via electronic data transmission. ier with
riate.
- 2.08 All messages and related data exchanged between BellSouth and Carrier 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. itial
- 2.09 Carrier 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. a shall
- 2.10 Should it become necessary for Carrier 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 Carrier to notify all affected parties. shall
- 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 Carrier) identified and agreed to, the company responsible for creating the data (BellSouth or Carrier) 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 of 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. Carrier
ier will
ting the
associated
ie
a case
d in the
ier.
by
South
parties.
for the

Exhibit B

SECTION 1. SCOPE OF EXHIBIT

- 1.01 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and Carrier will compensate each other for Intercompany Settlements (ICS) messages.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 BellSouth will remit to Carrier 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 Carrier and billed to:
- 1) a BellSouth customer,
 - 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages),
 - 3) 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:
- 1) Maritime Mobile Radiotelephone Services radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Services tariff.
 - 2) Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.

- 3) Public Land Mobile Radiotelephone Transient-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).
 - 5) Directory Assistance Call Charges to a calling card or to a third number as approved by the authorized regulatory commission.
- 2.03 Carrier 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.
 - 2) another company with the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages).
 - 3) 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 Carrier and other non-BellSouth LECs/ALECs within the state, BellSouth will provide Carrier with monthly reports summarizing the ICS revenues for messages that originated with Carrier 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 Carrier.

SECTION 3. COMPENSATION

- 3.01 The following compensation shall be retained by the billing company for the billing of ICS messages and services:
- | | <u>Rate Per Message</u> |
|--|-------------------------|
| 1) Calls originated and billed in Florida or originated and billed in North Carolina | \$0.0666 |
| 2) Calls originated in any of the states within BellSouth | |

- | | | |
|----|--|--------|
| | region and billed in that same 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 |
| 4) | Calls originated in a state within BellSouth's region and billed outside the conterminous United States | \$0 16 |

ATTACHMENT C-13

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 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. Subject to the terms hereof and execution of a services agreement substantially in the form attached to Attachment C-12, BellSouth agrees to provide NSPRS services for Carrier.

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	\$0.05	message
NSPRS—non-conterminous	\$0.16	message

ATTACHMENT D

LIQUIDATED DAMAGES FOR SPECIFIED ACTIVITIES

- A. **Certain Definitions.** When used in this Attachment, the following terms shall have the meanings indicated:
1. "Specified Performance Breach" means the failure by BellSouth to meet the Performance Criteria for any Specified Activity for a period of three (3) consecutive calendar months.
 2. "Specified Activity" means any of the following activities:
 - (i) the installation by BellSouth of unbundled Loops for Carrier ("Unbundled Loop Installation");
 - (ii) BellSouth's provision of Interim Telecommunications Number Portability; or
 - (iii) the repair of out of service problems for Carrier ("Out of Service Repairs").
 3. "Performance Criteria" means, with respect to each calendar month during the term of this Agreement, the performance by BellSouth during such month of each Specified Activity shown below within the time interval shown in at least eighty percent (80%) of the covered instances:

SPECIFIED ACTIVITY	PERFORMANCE INTERVAL DATE
(i) <u>Unbundled Loop Installation</u>	
1-10 Loops per Service Order	5 days from BellSouth's Receipt of valid Service Order
11-20 Loops per Service Order	10 days from BellSouth's Receipt of valid Service Order
21 + Loops per Service Order	to be Negotiated
(ii) <u>Interim Number Portability</u>	
1-10 Loops per Service Order	5 days from BellSouth's Receipt of valid Service Order
11-20 Loops per Service Order	10 days from BellSouth's Receipt of valid Service Order
21 + Loops per Service Order	to be Negotiated

DOCKET NO. 970888-TP
ORDER NO. PSC-97-1332-FOF-TP
PAGE 157

ATTACHMENT A

ATTACHMENT D (cont d)

(iii) <u>Out-of-Service Repairs</u>	Less than 24 hours from BellSouth's Receipt of Notification of Out-of-Service Condition
-------------------------------------	---

ATTACHMENT D (cont'd)

B.1 Specified Performance Breach. In recognition of the (1) loss of Customer opportunities, revenues and goodwill which Carrier might sustain in the event of a Specified Performance Breach; (2) the uncertainty, in the event of such a Specified Performance Breach, of Carrier having available to it customer opportunities similar to those opportunities currently available to Carrier; and (3) the difficulty of accurately ascertaining the amount of damages Carrier would sustain in the event of such a Specified Performance Breach, BellSouth agrees to pay Carrier, subject to Section B.3 below, damages as set forth in Section B.2 below in the event of the occurrence of a Specified Performance Breach.

B.2 Liquidated Damages. The damages payable by BellSouth to Carrier as a result of a Specified Performance Breach shall be \$75,000 for each Specified Performance Breach (collectively, the "Liquidated Damages"). Carrier and BellSouth agree and acknowledge that (a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances of Carrier and BellSouth at the time of the negotiation and entering into of this Agreement, with due regard given to the performance expectations of each Party; (b) the Liquidated Damages constitute a reasonable approximation of the damages Carrier would sustain if its damages were readily ascertainable; and (c) Carrier shall not be required to provide any proof of the Liquidated Damages.

B.3 Limitations. In no event shall BellSouth be liable to pay the Liquidated Damages if BellSouth's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means (2) failure by Carrier to perform any of its obligations set forth in this Agreement (including, without limitation, the Implementation Schedule and the Joint Grooming Plan), (b) any delay, act or failure to act by a Customer, agent or subcontractor of Carrier or (c) any Force Majeure Event. If a Delaying Event (i) prevents BellSouth from performing a Specified Activity, then such Specific Activity shall be excluded from the calculation of BellSouth's compliance with the Performance Criteria, or (ii) only suspends BellSouth's ability to timely perform the Specified Activity, the applicable time frame in which BellSouth's compliance with the Performance Criteria is measured shall be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

B.4 Sole Remedy. The Liquidated Damages shall be the sole and exclusive remedy of Carrier under this Agreement for BellSouth's breach of the Performance Criteria and a Specified Performance Breach as described in this Section 26.0.

B.5 Records. BellSouth shall maintain complete and accurate records, on a monthly basis, of its performance under this Agreement of each Specified Activity and its compliance with the Performance Criteria. BellSouth shall provide to Carrier such records in a self-

DOCKET NO. 970888-TP
ORDER NO. PSC-97-1332-FOF-TP
PAGE 159

ATTACHMENT A

ATTACHMENT D (cont'd)

reporting format on a monthly basis. Notwithstanding Section 28.6.1, the Parties agree that such records shall be deemed "Proprietary Information" under Section 28.6.

ATTACHMENT E

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.

Interim Rates: The following rates are interim pending negotiation or arbitration of final rates as stated in Section XI of the Agreement.

Rate Elements	Alabama				Florida			
	Monthly Recurring \$	Applied For	Non- Recurring \$	Applied For	Monthly Recurring \$	Applied Per	Non- Recurring	Applied For
Per Number Ported-Business	\$0.01	each	\$1.00	each	\$0.01	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 location	—	—	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$160.00 \$80.00	trunk-init trunk-sub	\$15.00	trunk	\$170.00 \$86.00	trunk-init trunk-sub
DS1 Local Channel**	\$133.81	LC	\$866.97 \$486.83	LC-First LC-Add'l	\$133.81	LC	\$866.97 \$486.83	LC-First LC-Add'l
DS1 Dedicated Transport**	\$23.50 \$90.00	per mile fac. term.	— \$100.49	— fac. term.	\$16.75 \$59.75	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 arrangements levels, refer to Section E6 of BellSouth Telecommunications, Inc.'s Intrastate Access Tariff.

**May not be required if the ALEC is collocated at the ported number end office.

ATTACHMENT E (cont'd)

State(s):	Georgia				Kentucky			
Rate Elements	Monthly Recurring \$	Applied For	Non- Recurring \$	Applied For	Monthly Recurring \$	Applied Per	Non- Recurring	Applied For
Per Number Ported-Business	\$0.01	each	\$1.00	each	\$0.01	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 location	—	—	\$25.00	end user location
SPNP-DID Trunk Termination	\$14.00	trunk	\$165.00 \$83.00	trunk-int trunk-sub	\$13.00	trunk	\$150.00 \$80.00	trunk-int trunk-sub
DS1 Local Channel	\$133.81 —	LC —	\$866.97 \$486.83	LC-First LC-Add'l	\$133.81 —	LC —	\$866.97 \$486.83	LC-First LC-Add'l
DS1 Dedicated Transport	\$23.50 \$90.00	per mile fac. term.	— \$100.49	— fac. term.	\$23.50 \$90.00	per mile fac. term.	— \$100.49	— fac. term.

State(s):	Louisiana				Mississippi			
Rate Elements	Monthly Recurring \$	Applied For	Non- Recurring \$	Applied For	Monthly Recurring	Applied Per	Non- Recurring \$	Applied For
Per Number Ported-Business	\$0.01	each	\$1.00	each	\$0.01	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 location	—	—	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$170.00 \$86.00	trunk-int trunk-sub	\$13.00	trunk	\$150.00 \$80.00	trunk-int trunk-sub
DS1 Local Channel	\$133.81 —	LC —	\$866.97 \$486.83	LC-First LC-Add'l	\$133.81	LC —	\$866.97 \$486.83	LC-First LC-Add'l
DS1 Dedicated Transport	\$16.75 \$39.75	per mile fac. term.	— \$100.49	— fac. term.	\$23.50 \$90.00	per mile fac. term.	— \$100.49	— fac. term.

ATTACHMENT E (cont d)

State(s):

North
Carolina

South
Carolina

Rate Elements	Monthly Recurring \$	Applied For	Non- Recurring \$	Applied For	Monthly Recurring \$	Applied Per	Non- Recurring	Applied For
Per Number Ported-Business	\$0.01	each	\$1.00	each	\$0.01	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 location	—	—	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$160.00 \$83.00	trunk-inst. trunk-sub	\$13.00	trunk	\$164.00 \$81.00	trunk-inst. trunk-sub
DS1 Local Channel	\$133.81	LC	\$866.97 \$486.83	LC-First LC-Add'l	\$133.81	LC	\$866.97 \$486.83	LC-First LC-Add'l
DS1 Dedicated Transport	\$23.50 \$90.00	per mile fac. term.	— \$100.49	— fac. term.	\$23.50 \$90.00	per mile fac. term.	— \$100.49	— fac. term.

State(s):

Tennessee

Rate Elements	Monthly Recurring \$	Applied For	Non- Recurring \$	Applied For
Per Number Ported-Business	\$0.01	each	\$1.00	each
Per Number Ported-Residence	\$0.01	each	\$1.00	each
Per Order	—	—	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$164.00 \$83.00	trunk-inst. trunk-sub.
DS1 Local Channel	\$133.81	LC	\$866.97 \$486.83	LC-First LC-Add'l
DS1 Dedicated Transport	\$23.50 \$90.00	per mile fac. term.	— \$100.49	— fac. term.

ATTACHMENT F

BLANKET AGENCY AGREEMENT LETTER

I am an official of American Communications Services, Inc. ("Carrier") and am authorized to commit my company to the conditions stated herein:

1. Carrier will not submit any requests or inquiries for Resale or Facility Based local service provisioning under Blanket Agency Agreement procedures to BellSouth for which it does not have proper authorization from the End User upon whose behalf service is offered.
2. Carrier will instruct its End Users to deal directly with Carrier on all inquiries concerning the Local Service. This may include, but is not limited to, billing, repair, directory listings, and number portability.
3. Carrier is authorized to release all information regarding the End User's local service to BellSouth.
4. In the event that an End User successfully challenges action taken by BellSouth as a result of the above mentioned service request, Carrier will indemnify and hold harmless BellSouth for any reasonable damages or losses, resulting from Carrier's preparation and submission of service requests for which it did not have proper End User authorization.
5. In the event that an End User successfully challenges billing which resulted from local service requests submitted to BellSouth by Carrier under this Blanket Agency Agreement, then Carrier will indemnify and hold harmless BellSouth for any reasonable damages, losses, and costs, if any, arising from BellSouth provisioning and maintenance of the End User's local service due to errors in the ordering of said service by Carrier.
6. In the event that an End User disputes actions taken by Carrier as a result of a submission by Carrier of a service request for disconnection or termination of a previously submitted local service request for which it did not have proper End User authorization, then Carrier will indemnify and hold harmless BellSouth for any reasonable damages, losses, and costs, if any, resulting from said dispute.
7. This Agreement shall continue in effect unless cancelled by prior written notice by Carrier or BellSouth thirty (30) days' prior to the effective date of cancellation. Cancellation shall not release or limit any matters occurring prior to the cancellation of this Blanket Agency Agreement.

DOCKET NO. 970888-TP
ORDER NO. PSC-97-1332-FOF-TP
PAGE 164

ATTACHMENT A

[Signed]

AMENDMENT

TO

INTERCONNECTION AGREEMENT BETWEEN
INTERSTATE TELEPHONE GROUP AND
BELL SOUTH TELECOMMUNICATIONS, INC

Pursuant to this Agreement (the "Amendment"), Interstate Telephone Group and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated 4/5 1997 ("Interconnection Agreement")

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Interstate Telephone Group and BellSouth hereby covenant and agree as follows

1. The Parties agree that BellSouth will, upon request, provide and Interstate Telephone Group will accept and pay for (1) loops, (2) loop cross-connections and (3) loop channelization in accordance with the schedule of prices set forth in Attachment C-2 to this Amendment which is incorporated herein by reference, in and for the states reflected on Attachment C-2.

2. The Parties agree that the prices reflected herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by final order (including any appeals) of the relevant public service commission or other body having jurisdiction over the subject matter of this Amendment, which final order meets the criteria contained in paragraph 4 hereof. The "true-up" will consist of comparing the actual volumes and demand for each item, together with the price associated with such item by this Amendment, with the final prices determined for each item. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the body having jurisdiction over the matter for the affected states shall be called upon to resolve such differences or that they will submit the matter to commercial arbitration in accordance with the terms contained in Section XXV of the Interconnection Agreement.

3. The Parties agree that they may continue to negotiate as appropriate in an effort to obtain final prices for each of these items, but in the event that no such agreement is reached within six (6) months of this Amendment (which time can be extended by mutual agreement of the Parties) either party may petition the public service commission or other regulatory body to resolve such disputes and to determine final rates for each of the items covered by this Amendment. Alternatively, upon their mutual agreement, the parties may submit the matter to

commercial arbitration in accordance with the terms contained in Article XIV of the Interconnection Agreement.

4 Any final order that forms the basis of a "true-up" under this Amendment shall meet the following criteria:

(a) It shall be in a proceeding to which Interstate Telephone Group and BellSouth are entitled to be full parties to the proceeding.

(b) It shall apply the provisions of the Telecommunications Act of 1996, including, but not limited to, Section 252(d)(1) and all effective implementing rules and regulations, provided that said Act and such regulations are in effect at the time of the final order.

(c) It shall include as an issue the geographic deaveraging of unbundled element rates, which deaveraged rates, if any are required by said final order, shall form the basis of any "true-up."

5 The Parties further agree that the rates for number portability identified in Attachment D to the Interconnection Agreement will be retroactively "true-up" to the effective date of the Interconnection Agreement in the event that different rates for number portability are established by mutual agreement of the parties, regulatory action, judicial order, or by selection of a lower rate for number portability pursuant to the "most favorable provisions" contained in Section XXII of the Interconnection Agreement.

6 The Parties agree that all of the other provisions of the Interconnection Agreement, dated 4/15, 1997, shall remain in full force and effect. Nothing in this Amendment shall in any way limit Interstate Telephone Group's ability to select substitute rates for local loops, loop cross connects, or loop channelization pursuant to the terms of Section XXII of the Interconnection Agreement relating to "most favorable" treatment.

7 The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below


INTERSTATE TELEPHONE GROUP


BELLSOUTH TELECOMMUNICATIONS,
INC.

By Robert Nyswaner

By Jerry D. Hendrix

Title: CFO

Title Director

DATE: 5/1/97

DATE 5/1/97

ATTACHMENT C-2

States	Alabama		Florida		Georgia		Kentucky	
Rate Elements	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*
Unbundled Exchange Access Loop**								
2-Wire Analog	\$18.00	\$55.20	\$17.00	\$44.80	\$17.00	\$25.80	\$17.00	\$58.40
4-Wire Analog	\$28.80	\$55.20	\$27.20	\$44.80	\$27.20	\$25.80	\$27.20	\$58.40
2-Wire ADSL/HDSL	\$18.00	\$55.20	\$17.00	\$44.80	\$17.00	\$25.80	\$17.00	\$58.40
4-Wire HDSL	\$28.80	\$55.20	\$27.20	\$44.80	\$27.20	\$25.80	\$27.20	\$58.40
2-Wire ISDN Digital	\$28.80	\$55.20	\$27.20	\$44.80	\$27.20	\$25.00	\$27.20	\$58.40
Cross-Connects								
2-Wire Analog	\$0.30	\$18.40	\$0.30	\$15.20	\$0.30	\$12.60	\$0.30	\$16.00
4-Wire Analog	\$0.50	\$18.40	\$0.50	\$15.20	\$0.50	\$12.60	\$0.50	\$16.00
Loop Channelization								
Equipment	\$400.00	\$525.00	\$400.00	\$525.00	\$400.00	\$525.00	\$400.00	\$525.00
Per Line	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00

* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

** In the event that an unbundled loop ordered by DeltaCom is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to DeltaCom in accordance with the corresponding rates specified above.

ATTACHMENT C-2

States	Louisiana		Mississippi		North Carolina		South Carolina	
Rate Elements	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*
Unbundled Exchange Access Loop**								
2-Wire Analog	\$17.00	\$68.00	\$22.00	\$53.86	\$17.00	\$33.00	\$18.00	\$51.20
4-Wire Analog	\$27.20	\$68.00	\$35.20	\$53.36	\$27.20	\$33.00	\$28.80	\$51.20
2-Wire ADSL/HDSL	\$17.00	\$68.00	\$22.00	\$53.36	\$17.00	\$33.00	\$18.00	\$51.20
4-Wire HDSL	\$27.20	\$68.00	\$35.20	\$53.36	\$27.20	\$33.00	\$28.80	\$51.20
2-Wire ISDN Digital	\$27.20	\$68.00	\$35.20	\$53.36	\$27.20	\$33.00	\$28.80	\$51.20
Cross-Connects								
2-Wire Analog	\$0.30	\$20.80	\$0.30	\$13.00	\$0.30	\$11.60	\$0.30	\$8.00
4-Wire Analog	\$0.50	\$20.80	\$0.50	\$13.00	\$0.50	\$11.60	\$0.50	\$8.00
Loop Channelization								
Equipment	\$400.00	\$525.00	\$400.00	\$525.00	\$400.00	\$525.00	\$400.00	\$525.00
Per Line	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00

* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

** In the event that an unbundled loop ordered by DeltaCom is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to DeltaCom in accordance with the corresponding rates specified above.

ATTACHMENT C-2

States	Tennessee	
Rate Elements	Monthly	Nonrecurring*
Unbundled Exchange Access Loop**		
2-Wire Analog	\$18.00	\$46.00
4-Wire Analog	\$28.80	\$46.00
2-Wire ADSL/HDSL	\$18.00	\$46.00
4-Wire HDSL	\$28.80	\$46.00
2-Wire ISDN Digital	\$28.80	\$46.00
Cross-Connects		
2-Wire Analog	\$0.30	\$19.20
4-Wire Analog	\$0.50	\$19.20
Loop Channelization Equipment	\$400.00	\$525.00
Per Line	\$1.15	\$8.00

* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

** In the event that an unbundled loop ordered by DeltaCom is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to DeltaCom in accordance with the corresponding rates specified above.

**Second Amendment To The Interconnection Agreement Between BellSouth Telecommunications, Inc.
and Interstate Telephone Group Regarding The Resale of BellSouth Services**

PURSUANT TO THIS AMENDMENT ("the Amendment"), Interstate Telephone Group ("Interstate Telephone") and BellSouth Telecommunications, Inc. ("Company" or "BellSouth") hereinafter referred to collectively as the Parties hereby agree to amend the Interconnection Agreement between the Parties dated May 1, 1997.

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, Interstate Telephone is or seeks to become an alternative 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, Interstate Telephone desires to resell BellSouth's telecommunications services; and

WHEREAS, BellSouth has agreed to provide such services to Interstate Telephone for resale purposes and pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual premises and promises contained herein, BellSouth and Interstate Telephone do hereby agree as follows:

I. Term of the Agreement

A. The term of this Amendment shall begin July 7, 1997 and extend to April 14, 1999 and shall apply to all of BellSouth's serving territory as of January 1, 1996 in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

B. This Amendment shall be automatically renewed for two additional one year periods unless either party indicates its intent not to renew the Amendment. Notice of such intent must be provided, in writing, to the other party no later than 60 days prior to the end of the then-existing contract period. The terms of this Amendment shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated.

C. The rates pursuant by which Interstate Telephone 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 Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

II. Definition of Terms

A. **CUSTOMER OF RECORD** means the entity responsible for placing application for service, requesting additions, rearrangements, maintenance or discontinuance of service, payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

B. **DEPOSIT** means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by the Company.

- C. END USER means the ultimate user of the telecommunications services.
- D. END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- E. NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- F. OTHER LOCAL EXCHANGE COMPANY (OLEC) means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.
- G. RESALE means an activity wherein a certificated OLEC, such as Interstate Telephone subscribes to the telecommunications services of the Company and then reoffers those telecommunications services to the public (with or without "adding value").
- H. RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which an OLEC, such as Interstate Telephone, may offer resold local exchange telecommunications service.

III. General Provisions

A. Interstate Telephone may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference. In addition, Interstate Telephone may not purchase telecommunications services at the wholesale rate for its own use.

BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this Amendment and subject to the exclusions and limitations set forth in Exhibit B to this agreement. It does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Amendment will be made promptly to make its terms consistent with the outcome of the appeal.

B. The provision of services by the Company to Interstate Telephone does not constitute a joint undertaking for the furnishing of any service.

C. Interstate Telephone will be the customer of record for all services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from Interstate Telephone for all services.

- D. Interstate Telephone will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.
- E. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.
- F. The Company maintains the right to serve directly any end user within the service area of Interstate Telephone. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Interstate Telephone.
- G. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- H. Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of the Company and are assigned to the service furnished. Interstate Telephone has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.
- I. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Interstate Telephone.
- J. Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- K. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- L. The Company can refuse service when it has grounds to believe that service will be used in violation of the law.
- M. The Company accepts no responsibility to any person for any unlawful act committed by Interstate Telephone or its end users as part of providing service to Interstate Telephone for purposes of resale or otherwise.
- N. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding end users of Interstate Telephone will be directed to Interstate Telephone. The Company will bill Interstate Telephone for implementing any requests by law enforcement agencies regarding Interstate Telephone end users.
- O. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than the Company shall not:
1. Interfere with or impair service over any facilities of the Company, 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.

P. Interstate Telephone assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by Interstate Telephone.

Q. Facilities and/or equipment utilized by BellSouth to provide service to Interstate Telephone remain the property of BellSouth.

R. White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.

S. BellSouth will provide customer record information to the Interstate Telephone provided the Interstate Telephone has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via one of the following methods: US mail, fax, or by electronic interface. BellSouth will provide customer record information via US mail or fax on an interim basis only.

Interstate Telephone agrees to compensate BellSouth for all BellSouth incurred expenditures associated with providing such information to Interstate Telephone. Interstate Telephone will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.

T. BellSouth's messaging services may be made available for resale subject to the execution of BellSouth's Messaging Agreement and without the wholesale discount.

U. BellSouth's Inside Wire Maintenance Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

IV. BellSouth's Provision of Services to Interstate Telephone

A. Interstate Telephone agrees that its resale of BellSouth services shall be as follows:

1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

2. To the extent Interstate Telephone is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, Interstate Telephone shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Amendment in any of the states covered under this Agreement. For the 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 Interstate Telephone 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 Amendment 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 Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff.

4. Interstate Telephone 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 of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.

5. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Interstate Telephone will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest at a rate as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff for the applicable state, compounded daily for the number of days from the back billing date to and including the date that Interstate Telephone actually makes the payment to the Company may be assessed.

6. The Company reserves the right to periodically audit services purchased by Interstate Telephone to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Interstate Telephone shall make any and all records and data available to the Company or the Company's auditors on a reasonable basis. The Company shall bear the cost of said audit.

B. Resold services can only be used in the same manner as specified in the Company'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 the Company in the appropriate section of the Company'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 the Company's Tariff referring to Shared Tenant Service.

C. Interstate Telephone may resell services only within the specific resale service area as defined in its certificate.

D. 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.

E. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Interstate Telephone is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BellSouth name or trademark.

V. Maintenance of Services

A. Interstate Telephone will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.

B. Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.

C. Interstate Telephone or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

D. Interstate Telephone accepts responsibility to notify the Company of situations that arise that may result in a service problem.

E. Interstate Telephone will be the Company's single point of contact for all repair calls on behalf of Interstate Telephone's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.

F. Interstate Telephone will contact the appropriate repair centers in accordance with procedures established by the Company.

G. For all repair requests, Interstate Telephone accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.

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

I. The Company reserves the right to contact Interstate Telephone's customers, if deemed necessary, for maintenance purposes.

VI. Establishment of Service

A. After receiving certification as a local exchange company from the appropriate regulatory agency, Interstate Telephone will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Interstate Telephone. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.

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

C. When notification is received from Interstate Telephone that a current customer of the Company will subscribe to Interstate Telephone's service, standard service order intervals for the appropriate class of service will apply.

D. The Company will not require end user confirmation prior to establishing service for Interstate Telephone's end user customer. Interstate Telephone must, however, be able to demonstrate end user authorization upon request.

E. Interstate Telephone will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Interstate Telephone to the Company or will accept a request from another OLEC for conversion of the end user's service from the Interstate Telephone to the other LEC. The Company will notify Interstate Telephone that such a request has been processed.

F. If the Company determines that an unauthorized change in local service to Interstate Telephone has occurred, the Company will reestablish service with the appropriate local service provider and will assess Interstate Telephone as the OLEC initiating the unauthorized change, an unauthorized change charge similar to that described in F.C.C. Tariff No. 1, Section 13.3.3. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Interstate Telephone.

These charges can be adjusted if Interstate Telephone provides satisfactory proof of authorization.

	Nonrecurring Charge
(a) each Residence or Business line	\$19.41

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

H. Such deposit may not exceed two months' estimated billing.

I. The fact that a deposit has been made in no way relieves Interstate Telephone from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

J. The Company reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action.

K. In the event that Interstate Telephone defaults on its account, service to Interstate Telephone will be terminated and any deposits held will be applied to its account.

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

VII. Payment And Billing Arrangements

A. When the initial service is ordered by Interstate Telephone, the Company will establish an accounts receivable master account for Interstate Telephone.

- B. The Company shall bill Interstate Telephone on a current basis all applicable charges and credits.
- C. Payment of all charges will be the responsibility of Interstate Telephone. Interstate Telephone shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Interstate Telephone from Interstate Telephone's customer. The Company will not become involved in billing disputes that may arise between Interstate Telephone and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- D. The Company will render bills each month on established bill days for each of Interstate Telephone's accounts.
- E. The Company will bill Interstate Telephone, 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, to Interstate Telephone.
- F. 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 funds. Payment is considered to have been made when received by the Company.
- 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.
- G. Upon proof of tax exempt certification from Interstate Telephone, the total amount billed to Interstate Telephone will not include any taxes due from the end user. Interstate Telephone 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.
- H. As the customer of record, Interstate Telephone will be responsible for, and remit to the Company, 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.
- I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff.
- J. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Interstate Telephone.

K. The Company will not perform billing and collection services for Interstate Telephone 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 the Company.

L. Pursuant to 47 CFR Section 51.617, the Company will bill Interstate Telephone end user common line charges identical to the end user common line charges the Company bills its end users.

M. In general, the Company will not become involved in disputes between Interstate Telephone and Interstate Telephone's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Interstate Telephone shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Interstate Telephone to resolve the matter in as timely a manner as possible. Interstate Telephone may be required to submit documentation to substantiate the claim.

VIII. Discontinuance of Service

A. The procedures for discontinuing service to an end user are as follows:

1. Where possible, the Company will deny service to Interstate Telephone's end user on behalf of, and at the request of, Interstate Telephone. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Interstate Telephone.

2. At the request of Interstate Telephone, the Company will disconnect a Interstate Telephone end user customer.

3. All requests by Interstate Telephone for denial or disconnection of an end user for nonpayment must be in writing.

4. Interstate Telephone will be made solely responsible for notifying the end user of the proposed disconnection of the service.

5. The Company will continue to process calls made to the Annoyance Call Center and will advise Interstate Telephone when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Interstate Telephone and/or the end user against any claim, loss or damage arising from providing this information to Interstate Telephone. It is the responsibility of Interstate Telephone to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

B. The procedures for discontinuing service to Interstate Telephone are as follows:

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Interstate Telephone of the rules and regulations of the Company's Tariffs.

2. If payment of account is not received by the bill day in the month after the original bill day, the Company may provide written notice to Interstate Telephone, 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 the Company does not refuse additional applications for service on the date specified in the notice, and Interstate Telephone's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.
3. If payment of 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 Interstate Telephone fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty days written notice to the person designated by Interstate Telephone to receive notices of noncompliance, discontinue the provision of existing services to Interstate Telephone at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty days notice, and Interstate Telephone's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to Interstate Telephone without further notice.
5. If payment is not received or arrangements made for payment by the date given in the written notification, Interstate Telephone's services will be discontinued. Upon discontinuance of service on a Interstate Telephone's account, service to Interstate Telephone's end users will be denied. The Company will also reestablish service at the request of the end user or Interstate Telephone upon payment of the appropriate connection fee and subject to the Company's normal application procedures. Interstate Telephone is solely responsible for notifying the end user of the proposed disconnection of the service.
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.

IX. Liability

A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of Interstate Telephone, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Interstate Telephone for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occur. The Company shall not be liable for damage arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

B. The Company shall be indemnified and saved harmless by Interstate Telephone against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of the Company's furnishing of service to Interstate Telephone.

C. The Company shall be indemnified, defended and held harmless by Interstate Telephone and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:

1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Interstate Telephone's or end user's own communications.
2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the end user or Interstate Telephone.
3. All other claims arising out of an act or omission of Interstate Telephone or its end user in the course of using services.

D. Interstate Telephone accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this Tariff. The Company shall not be responsible for any failure on the part of Interstate Telephone with respect to any end user of Interstate Telephone.

X. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Amendment 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 and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall either be in writing or other tangible format and clearly marked with a confidential, private or proprietary legend, or, when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. 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; 2) lawfully obtained from any source other than the owner of the Information, or 3) previously known to the receiving party without an obligation to keep it confidential.

XI. 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 Amendment or as to the proper implementation of this Agreement, the parties will petition the applicable state Public Service 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 that Public Service Commission concerning this Agreement.

XII. Limitation of Use

The parties agree that this Amendment 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.

XIII. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Amendment 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.

XIV. Governing Law

This Amendment 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.

XV. Arm's Length Negotiations

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

XVI. More Favorable Provisions

A. The parties agree that if —

1. the Federal Communications Commission ("FCC") or the Commission finds that the terms of this Amendment 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 Amendment 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.

B. 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 Resale Agreement") which provides for the

provision within the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee of any of the arrangements covered by this Amendment upon rates, terms or conditions that differ in any material respect from the rates, terms and conditions for such arrangements set forth in this Amendment ("Other Terms"), BellSouth shall be deemed thereby to have offered such other Resale Agreement to Interstate Telephone in its entirety. In the event that Interstate Telephone accepts such offer, such Other Terms shall be effective between BellSouth and Interstate Telephone as of the date on which Interstate Telephone accepts such offer.

C. In the event that after the effective date of this Amendment the FCC or the Commission enters an order (a "Resale Order") requiring BellSouth to provide within the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee any of the arrangements covered by this agreement upon Other Terms, then upon such Resale Order becoming final and not subject to further administrative or judicial review, BellSouth shall be deemed to have offered such arrangements to Interstate Telephone upon such Other Terms, in their entirety, which Interstate Telephone may only accept in their entirety, as provided in Section XVI.E. In the event that Interstate Telephone accepts such offer, such Other Terms shall be effective between BellSouth and Interstate Telephone as of the date on which Interstate Telephone accepts such offer.

D. In the event that after the effective date of this Amendment BellSouth files and subsequently receives approval for one or more intrastate tariffs (each, a "Resale Tariff") offering to provide within the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee any of the arrangements covered by this Amendment upon Other Terms, then upon such Resale Tariff becoming effective, BellSouth shall be deemed thereby to have offered such arrangements to Interstate Telephone upon such Other Terms, which Interstate Telephone may accept as provided in Section XVI.E. In the event that Interstate Telephone accepts such offer, such Other Terms shall be effective between BellSouth and Interstate Telephone as of the date on which Interstate Telephone accepts such offer.

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

F. **Corrective Payment.** In the event that --

1. BellSouth and Interstate Telephone revise this Amendment pursuant to Section XVI.A, or

2. Interstate Telephone accepts a deemed offer of an Other Resale Agreement or Other Terms, then BellSouth or Interstate Telephone, 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 Interstate Telephone 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*.

XVII. Amendments

This Amendment may be amended at any time upon written agreement of both parties.

XVIII. Entire Agreement

This Amendment sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior 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 Amendment 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.

BY: 

Signature

NAME: Jerry D. Hendryx

Printed Name

TITLE: Director

DATE: 07/04/97

Interstate Telephone Group

BY: 

Signature

NAME: Robert Nigwaner

Printed Name

TITLE: CFO

DATE: 7/8/97

EXHIBIT "A"

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Interstate Telephone for the purposes of resale to Interstate Telephone end users shall be available at the following discount off of the retail rate.

DISCOUNT

<u>STATE</u>	<u>RESIDENCE</u>	<u>BUSINESS</u>
ALABAMA	17%	17%
FLORIDA	21.83%	16.81%
GEORGIA	20.3%	17.3%
KENTUCKY	16.79%	15.54%
LOUISIANA*	20.72%	20.72%
MISSISSIPPI	15.75%	15.75%
NORTH CAROLINA	21.5%	17.6%
SOUTH CAROLINA	14.8%	14.8%
TENNESSEE**	16%	16%

* Effective as of the Commission's Order in Louisiana Docket No. U-22020 dated November 12, 1996.

** The Wholesale Discount is set as a percentage off the tariffed rates. If OLEC provides its own operator services and directory services, the discount shall be 21.56%. These rates are effective as of the Tennessee Regulatory Authority's Order in Tennessee Docket No. 90-01331 dated January 17, 1997.

EXHIBIT B

Type of Service	AL		FL		GA		KY		LA	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1 Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Yes	No
3 Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4 Promotions - < 90 Days	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes
6 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7 N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8 Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Type of Service	MS		NC		SC		TN	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1 Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Contract Service Arrangements	Yes	No	Yes	Yes	Yes	No	Yes	Yes
3 Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
4 Promotions - < 90 Days	Yes	No	No	No	Yes	No	No	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No
6 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7 N11 Services	No	No	No	No	Yes	Yes	Yes	Yes
8 Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

Additional Comments:

- 1 Grandfathered services can be resold only to existing subscribers of the grandfathered service.
- 2 Where available for resale, promotions will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
- 3 Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services.
- 4 In Louisiana and Mississippi, all Contract Service Arrangements entered into by BellSouth or terminating after the effective date of the Commission Order will be subject to resale without the wholesale discount. All CSAs which are in place as of the effective date of the Commission order will not be eligible for resale.
- 5 In North Carolina, only those Contract Service Arrangements entered into after April 15, 1997 will be available for resale.