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351

July 2, 1999

Ms. Blanca Bayô,
Director of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida, 32399-0850

RECEIVED-FPSC
99 JUL -2 PM 3:53
RECORDS AND
REPORTING

Re: Complaint of US LEC of Florida, Inc.

990874-TP

Dear Ms. Bayô:

Enclosed find for filing the original and seven copies as well as an electronic version of US LEC of Florida, Inc.'s Complaint against BellSouth Telecommunications, Inc. Service has been made as indicated on the Certificate of Service.

Please acknowledge receipt and filing of this pleading by stamping the duplicate copy of this letter and returning the same to the undersigned.

Thank you.

RECEIVED & FILED
[Signature]
FPSC-BUREAU OF RECORDS

Yours truly,

[Signature: Charles J. Pellegrini]

Charles J. Pellegrini

DOCUMENT NUMBER-DATE

08032 JUL -2 99

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint of US LEC of Florida, Inc. against
BellSouth Telecommunications, Inc., for
Breach of Terms of Florida Interconnection
Agreement under Sections 251 and 252 of the
Telecommunications Act of 1996, and Request
for Relief

DOCKET NO.

FILED:

COMPLAINT OF US LEC OF FLORIDA, INC.

US LEC of Florida, Inc. ("US LEC"), through its undersigned counsel, pursuant to Section 364.01, Florida Statutes, 47 U.S.C §252 (e)(1) and *Iowa Utilities Board v. F.C.C.*, 120 F.3d 753 (8th Cir. 1997), *rev'd in part and remanded on other grounds sub nom. AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999), hereby files this Complaint against BellSouth Telecommunications, Inc. ("BellSouth") for breach of the terms of the Interconnection Agreement dated November 12, 1996, as amended, ("Initial Agreement") and the Interconnection Agreement dated June 26, 1998, ("Opt-In Agreement") by and between BellSouth and US LEC (collectively, the "Agreements"). As grounds for this Complaint and demand for relief, US LEC states as follows:

I. PROCEDURAL BACKGROUND

1. This is an administrative action to enforce the terms of the Initial Agreement, approved by this Commission in Order No. PSC-97-0702-FOF-TP, issued on June 12, 1997, in Docket No. 970345-TP, and the Opt-In Agreement, also approved by this Commission in Order No. PSC-98-1331-FOF-TP, issued October 12, 1998, in Docket No. 980901-TP.

II. JURISDICTION

2. The exact name and address of the complainant is:

US LEC of Florida, Inc.
401 North Tryon Street, Suite 1000
Charlotte, North Carolina 28202

DOCUMENT NUMBER-DATE

08032 JUL-28

FPSC-RECORDS/REPORTING

3. All notices, pleadings, orders and documents in this proceeding should be provided to the following persons:

Aaron D. Cowell, Jr.
General Counsel
US LEC CORP.
401 N. Tryon Street, Suite 1000
Charlotte, N.C. 28202
Tel: (704) 319-1117 Fax: (704) 319-3098

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Richard M. Rindler
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SWIDLER BERLIN SHEREFF FRIEDMAN, LLP
3000 K Street, N.W., Suite 300
Washington, D.C. 20007
Tel: (202) 424-7775 Fax: (202) 424-7645

4. The complete name and principal place of business of the respondent to the Complaint is:

BELLSOUTH TELECOMMUNICATIONS, INC.
675 West Peachtree Street
Atlanta, Georgia 30375

5. Both US LEC and BellSouth are local exchange carriers ("LECs") authorized to provide local exchange services in the state of Florida.

6. 47 U.S.C. § 251(a), of the Telecommunications Act of 1996 ("Act"), obligates all telecommunications carriers to "interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers."

7. Pursuant to the terms of the Agreements, US LEC and BellSouth have interconnected their networks to enable an end-user customer subscribing to US LEC's local

exchange service to place calls to end-user customers subscribing to BellSouth's local exchange service, and vice versa.

8. 47 U.S.C. §251(b)(5) obligates BellSouth and US LEC, as local exchange carriers, "to establish reciprocal compensation arrangements for the transport and termination of telecommunications." The Act does not prohibit local exchange carriers from establishing reciprocal compensation arrangements for calls to ISPs.

9. Pursuant to 47 U.S.C. § 252, US LEC and BellSouth negotiated the Initial Agreement and filed it with the Florida Public Service Commission ("Commission") on March 19, 1997. In accordance with 47 U.S.C. § 252(2), the Commission approved the Initial Agreement as noted above. A copy of the Initial Agreement is attached as Exhibit A and incorporated herein by reference.¹

10. By its terms, the Initial Agreement expired on or about November 12, 1998. Under the June 26, 1998 Opt-In Agreement, the parties agreed that, on the expiration of the Initial Agreement, US LEC would "opt in" to the separately approved agreement between ALEC, Inc. and BellSouth² ("ALEC Agreement") for the remaining term of that agreement. The Opt-In Agreement was approved by the Commission as noted above. The Opt-In (ALEC) Agreement is identical to the Initial Agreement in all material respects. A copy of the Opt-In Agreement is attached as Exhibit B and incorporated herein by reference; a copy of the ALEC Agreement is attached as Exhibit C and incorporated herein by reference.

¹ By Order No. PSC-98-0271-FOF-TP, issued February 11, 1998, in Docket No. 971413-TP, the Commission approved an amendment to the Initial Agreement executed on September 22, 1997, the provisions of which are not pertinent to this Complaint.

² Filed for approval on July 16, 1997, and approved by the Commission in Order No. PSC-97-1329-FOF-TP, issued October 27, 1997, in Docket No. 970890-TP.

11. The terms of the Initial and Opt-In Agreements specifically provide for the right of either party to petition the Commission to resolve “any dispute ... as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement ...”³

12. The Commission has jurisdiction to consider this Complaint pursuant to Sections 364.01, 364.03, and 364.285, Florida Statutes.

13. Thus, the Commission has clear jurisdiction to interpret and to enforce the terms of the Agreements as alleged herein. This authority was explicitly recognized by the Eighth Circuit Court of Appeals in *Iowa Utilities Board, supra*.⁴

14. Moreover, the FCC addressed the jurisdiction of this Commission in its February 26, 1999, Declaratory Ruling, stating that “in the absence of a federal rule, state commissions have the authority under section 252 of the Act to determine inter-carrier compensation for ISP-bound traffic.”⁵ More particularly, in the Notice of Proposed Rulemaking, the FCC specifically noted that: “Until adoption of a final rule, state commissions will continue to determine whether reciprocal compensation is due for this traffic.”⁶

³ Section XXIII, Initial Agreement; Section XXIV, Opt-In Agreement.

⁴ The Eighth Circuit stated that “We believe that the state commission’s plenary authority to accept or reject [interconnection agreements] necessarily carries with it the authority to enforce the provisions of agreements that the state commissions have approved.” 120 F.3d at 804. That portion of the Eighth Circuit’s opinion was vacated by the Supreme Court on ripeness grounds. *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999).

⁵ FCC 99-38, ¶26 n.87, CC Docket No. 96-98, *In the Matter of Implementation of Local Competition Provisions of the Telecommunications Act of 1996*; CC Docket No. 99-68, *In the Matter of Inter-Carrier Compensation for ISP-Bound Traffic*, Declaratory Ruling in CC Docket No. 96-98 and Notice of Proposed Rulemaking in CC Docket No. 99-68 (“*Declaratory Ruling*”).

⁶ *Id.* at ¶28.

III. TERMS OF THE AGREEMENTS

15. Section IV.A. of the Initial Agreement and Section IV.B. of the Opt-In Agreement state that the “delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement.” Local Traffic is defined in Section I.C. of both Agreements as “any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service (“EAS”) exchange.” Section IV.B. of the Initial Agreement and Section IV.C. of the Opt-In Agreement also provide that “[e]ach party will pay the other for terminating its local traffic on the other’s network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein.” In Attachment B-1, the parties agreed to the rate to be paid for terminating local traffic.

16. Section XXI.A.2. of both Agreements specifically makes the Agreements subject to any subsequent decisions of either the FCC or this Commission. That section requires the parties to conform the Agreement to the requirements of “any such decision, rule, regulation or preemption.”

17. Finally, Section XXIX of the Initial Agreement and Section XXVIII of the Opt-In Agreement, termed “Entire Agreement”, state as follows:

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

18. These provisions establish the binding obligations of US LEC and BellSouth with respect to reciprocal compensation for the delivery of local traffic between them. Under them, reciprocal compensation is owed for the transport and termination of all local calls, regardless of the identity of the terminating end-user. Moreover, the terms of the Agreements are subject to decisions of this Commission (or the FCC). If a representation or understanding is not contained within the four corners of the Agreements, it is ineffective.

IV. STANDING

19. US LEC's substantial interest in this Complaint is the enforcement of the Agreements between US LEC and BellSouth with respect to the provision of local exchange telecommunications services throughout the state of Florida.

20. Accordingly, US LEC has standing to bring this Complaint for hearing before this Commission pursuant to Section 120.569(1), Florida Statutes.

V. ALLEGATIONS OF FACT

A. The Nature of ISP Traffic

21. Both US LEC and BellSouth provide tariffed local exchange services over their respective networks to end-user customers, including certain business customers operating as enhanced service providers ("ESPs"). ESPs include internet service providers ("ISPs"). ESPs provide information obtained from numerous sources, including sources accessed through the Internet and through databases. Typically, an ISP's customer connects to an ISP by means of a local phone call, using telephone exchange service. The interconnection terms of the Agreements permit subscribers to BellSouth's local exchange service to place calls to ISPs located on US LEC's network, just as they may with any other local exchange end-user

customer. Likewise, subscribers to US LEC's local exchange service may place calls to ISPs served by BellSouth.

B. The Dispute

22. The reciprocal compensation provisions of the Agreements clearly require the parties to compensate each other for the termination of all local traffic. There is no exception in the Agreements for calls terminating at ESPs or ISPs.

23. Since the execution of the Agreement, and the interconnection of their respective networks, and through a number of validly delivered invoices, US LEC has billed BellSouth the total sum of \$1,116,979.09. That sum represents the amount of \$1,107,356.04 for reciprocal compensation owed to US LEC for transporting and terminating traffic from BellSouth customers to US LEC customers in Florida and the amount of \$9,623.05 in late charges for delinquent amounts and non-payment of amounts due.⁷

24. Against this amount, BellSouth has paid only the amount of \$25,332.28. Taking into account a credit advanced by US LEC to BellSouth (\$558.15), the total sum outstanding as of June 1, 1999, was \$1,091,088.66. The only reason given by BellSouth for its refusal to pay the balance invoiced is that it represents ISP traffic and late charges.

25. BellSouth's refusal to pay the balance of the amounts invoiced for reciprocal compensation is a breach of the Agreements.

26. BellSouth's breach of its Agreements finds no support in prior decisions of this Commission addressing substantially identical disputes over obligations to pay reciprocal compensation arising from interconnection agreements between BellSouth and other competitive

⁷ Copies of the relevant invoices are attached hereto collectively as Exhibit D.

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carriers,⁸ nor in the decisions of other regulatory agencies,⁹ the FCC¹⁰ or the courts¹¹ addressing such disputes.

⁸ See Orders Nos. PSC-98-1216-FOF-TP, issued on September 15, 1998, in Docket Nos. 971478-TP, 980184-TP, 980495-TP, and 980499-TP, and PSC-99-0658-FOF-TP, issued on April 6, 1999, in Docket Nos 981008-TP.

⁹ See *In Re: Emergency Petitions of ICG Telecom Group, Inc. and ITC DeltaCom Communications, Inc. for a Declaratory Ruling*, Alabama P.S.C., Docket No. 26619 (March 4, 1999);

In the Matter of the Petition of Birch Telecom of Missouri, Inc. For Arbitration of the Rates, Terms, Conditions, and Related Arrangements for Interconnection with Southwestern Bell Telephone Company, Order Clarifying Arbitration Order, Case No. TO-98-278 (Mo. P.S.C. Apr. 6, 1999) (effectively suspending SBC's payment obligation pending the FCC NPRM without altering its conclusion that some reciprocal compensation is owed);

In Re Petition of Pac-West Telecomm, Inc. for Arbitration Pursuant to Section 252 of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Nevada Bell, "Order Adopting Revised Arbitration Decision," Nevada P.U.C., Docket Nos. 98-10015 and 99-1007 (April 12, 1999);

Proceeding on Motion of the Commission to Reexamine Reciprocal Compensation, Order Instituting Proceeding to Reexamine Reciprocal Compensation, New York P.S.C., Case No. 99-C-0529 (April 15, 1999);

Electric Lightwave, Inc. v. U S WEST Communications, Inc., Oregon P.U.C., Order No. 99-285 (April 26, 1999);

In the Matter of the Complaints of ICG Telecom Group, Inc., MCI Metro Access Transmission Services, Inc., and Time Warner Telecom v. Ameritech Ohio, Ohio P.U.C., Case No. 97-1557-TP-CSS et al (May 5, 1999);

Petition of GTE Hawaiian Telephone Company, Inc. for a Declaratory Order that Traffic to Internet Service Providers is Interstate and Not Subject to Transport and Termination Compensation, Hawaii P.U.C., Docket No. 99-0067, Decision and Order No. 16975 (May 6, 1999);

Application of Global NAPs South, Inc. for the Arbitration of Unresolved Issues from the Interconnection Negotiations with Bell Atlantic-Delaware, Inc., Delaware P.S.C., Docket No. 98-540, Order No. 5092 (May 11, 1999);

WorldCom, Inc. v. GTE Northwest Inc., Third Supplemental Order Granting WorldCom's Complaint, Granting Staff's Penalty Proposal; and Denying GTE's Counterclaim, Washington U.T.C., Docket No. UT-980338 (May 12, 1999); and

Complaint of MCI WorldCom, Inc. against New England Telephone and Telegraph Company d/b/a Bell Atlantic-Massachusetts for breach of interconnection terms entered into under Sections 251 and 252 of the Telecommunications Act of 1996, Order, Massachusetts D.T.E. 97-116-C (May 19,

VI. REQUEST FOR RELIEF

WHEREFORE, US LEC requests that the Commission: (1) determine that the provisions of the Agreements concerning local traffic exchange fully contemplate telephone exchange service calls that terminate to ESPs including ISPs; (2) determine that BellSouth has breached the Agreements by failing to pay US LEC reciprocal compensation for the transport and termination of telephone exchange service local traffic originated by BellSouth's end-user customers and sent to US LEC for termination with ESPs including ISPs that are US LEC's end-user customers; (3) enforce the Agreements by ordering BellSouth to treat telephone exchange service calls that terminate to ESPs including ISPs in the same way it treats all other telephone exchange service local calls when calculating its reciprocal compensation payment obligations to US LEC and to pay US LEC all sums owing now and in the future for terminating such local

1999)(vacating earlier decision but reserving ruling and acknowledging that some form of reciprocal compensation for ISP-bound traffic would be appropriate).

¹⁰ FCC 99-38, *supra*; *MTS and WATS Market Structure*, CC Docket No. 78-72, Memorandum Opinion and Order, 97 FCC 2d 682 (1983); *Amendment of Part 69 of the Commission's Rules Relating to Enhanced Service Providers*, CC Docket No. 87-215, Order, 3 FCC Rcd 2631 (1988); *Amendment of Part 69 of the Commission's Rules Relating to Enhanced Service Providers*, CC Docket No. 87-215, Order, 2 FCC Rcd 4305 (1987); *Access Charge Reform*, CC Docket No. 96-262, First Report and Order, 12 FCC Rcd 15982 (1997), *aff'd sub nom. Southwestern Bell Tel. Co. v. FCC*, 153 F.3d 523 (8th Cir. 1998); *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report to Congress, 13 FCC Rcd 11501 (1998).

¹¹ *Illinois Bell Telephone Company d/b/a Ameritech Illinois v. WorldCom Technologies, Inc., et al.*, No. 98-3150, slip op. (7th Cir., rel. June 18, 1999); *No. Illinois Bell Telephone Company d/b/a Ameritech Illinois v. WorldCom Technologies, Inc.*, NO. 98 C 1925, 1998 WL 419493 (N.D. Ill. July 23, 1998); *US West Communications, Inc., v. WorldCom Technologies, Inc.*, 31 F.Supp. 2d 819 (D.Ore. 1998); *US West Communications, Inc. v. MFS Telenet, Inc.*, No. C 97-222 WD, 1998 WL 350588 (W.D. Wash. Jan. 7, 1998).

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traffic under the reciprocal compensation provisions of the Agreements; and (4) grant such other relief as the Commission deems appropriate.

Aaron D. Cowell, Jr.
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US LEC CORP.
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Charlotte, N.C. 28202
Tel: (704) 319-1117

Respectfully submitted,

Patrick Knight Wiggins

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Tel: (202) 424-7771 Fax: (202) 424-7645

Counsel for US LEC of Florida, Inc.

Dated: July 2, 1999

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been
furnished by Hand Delivery this 2^d day of July 1999, to:

Ms. Nancy White c/o
Ms. Nancy Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301


Charles J. Pellegrini

AGREEMENT

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

WITNESSETH

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

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

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

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

I. Definitions

A. **Commission** is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

B. **Intermediary function** is defined as the delivery of local traffic (i) from a local exchange carrier other than BellSouth; an ALEC other than US LEC; or (ii) another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or US LEC to an end user of BellSouth or US LEC.

C. **Local Traffic** is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

D. Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or unreasonable delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

E. Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability, less any interstate minutes of use for terminating party pays services, such as 800 Services. The denominator includes all "nonintermediary" local, interstate, intrastate toll and access minutes of use, adjusted for service provider number portability, less all minutes attributable to terminating party pays services.

F. Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use, adjusted for those minutes of use that only apply local due to service provider number portability. The denominator is the total intrastate minutes of use including "nonintermediary" local, intrastate toll, and access, adjusted for service provider number portability less intrastate terminating party pays minutes of use.

G. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et seq.).

H. Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by BellCore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

II. Purpose

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

to replace any and all other prior agreements, both written and oral (but not any contemporaneous written agreements).

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

III. Term of the Agreement

A. The term of this Agreement shall be two years from the date after which US LEC operates as a CLEC or beginning November 1, 1996, whichever date is earlier.

B. The parties agree that by no later than November 1, 1997, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration of the term of this Agreement, as provided in Section III(A).

C. If, within 135 days of commencing the negotiation referred to in Section III (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the Commissions to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the Commissions to issue its order regarding the appropriate local interconnection arrangements no later than March 1, 1997. The parties further agree that in the event a Commission does not issue its order prior to the expiration of this Agreement or if the parties continue beyond the expiration of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to the day after the expiration of this Agreement. Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

IV. Local Interconnection

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

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

B. Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein. The charges for local interconnection are to be billed monthly and payable quarterly after appropriate adjustments pursuant to this Agreement are made. Late payment fees, not to exceed 1% per month after the due date may be assessed, if interconnection charges are not paid within thirty (30) days of the due date.

C. US LEC and BellSouth enter into this Agreement with the understanding that the carriers would be interconnecting with each other for comparable types of calls and that the usage would likely be reasonably balanced, i.e., US LEC would be terminating to BellSouth approximately the same level of usage that BellSouth would be terminating to US LEC. If at any time during the term of this Agreement traffic is imbalanced to the degree that US LEC feels a cap on amounts owing under this Agreement is required, US LEC has the option to adopt the comparable billing provisions contained in any agreement that BellSouth negotiates or has entered into with another ALEC which contains cap provisions, after August 8, 1996 provided that US LEC adopt the billing provisions of such other agreement that are comparable to those contained in this Section IV. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local call, including non-intermediary calls, and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.

D. The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased from BellSouth at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7) services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference.

E. The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area US LEC desires to serve for interconnection to those end offices that subtend the access tandem or may elect to interconnect directly at the end offices for interconnection to end users served by that end office. BellSouth will connect at each end office or tandem inside that local calling

001

area. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate access tariff, as amended from time to time will apply.

F. Nothing herein shall prevent US LEC from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection, provided, however, that if US LEC orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge US LEC the lower of the interstate or intrastate tariffed rate or promotional rate.

G. The parties agree to establish trunk groups from the interconnecting facilities of subsection (D) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. The parties agree that either no charges will be assessed or reciprocal charges will be assessed for network to network interfaces where the parties are certified as providers of local exchange services. BellSouth's treatment of US LEC as to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges.

H. Whenever BellSouth delivers traffic to US LEC for termination on US LEC's network, if BellSouth cannot determine because of the manner in which US LEC has utilized its NXX codes whether the traffic is local or toll BellSouth will not compensate US LEC pursuant to this section but will, instead, charge US LEC originating intrastate network access service charges as reflected in BellSouth's intrastate Access Service Tariff. Notwithstanding the foregoing, BellSouth will make the appropriate billing adjustments if US LEC can provide sufficient information for BellSouth to make a determination as to whether said traffic was local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that US LEC cannot determine whether the traffic it delivers to BellSouth is local or toll, then the preceding sentences of this subsection shall apply, with the parties appropriately reversed.

(H) [Handwritten initials]

I. If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) an ALEC other than US LEC; (2) a local exchange telecommunications company other than BellSouth ("ICO"); or (3) another telecommunications company such as a wireless telecommunications service provider, the parties agree that compensation shall be on the basis of mutual traffic exchange. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to subsection (K) of this section.

J. When the parties provides an access service connection between an interexchange carrier ("IXC") and each other, each party will provide their own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the intermediary tandem function.

K. The parties agree to adopt MECAB as the terms and conditions for meet point billing for all traffic to which MECAB applies, including traffic terminating to ported numbers, and to employ 30 day billing periods for said arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. The parties agree that there will be technical, administrative, and implementation issues associated with achieving the intent of this subsection. As such, the parties further agree to work as expeditiously as possible to achieve this provision. BellSouth agrees, to the extent BellSouth controls such information, to provide billing information to US LEC at the same level as provided to other parties.

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

V. IntraLATA and InterLATA Toll Traffic Interconnection

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

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B. For originating and terminating intrastate toll traffic, each party shall pay the other BellSouth's intrastate switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services Tariff as that Tariff is amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If US LEC is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses US LEC as an interexchange carrier on a 10XXX basis, BellSouth will charge US LEC the appropriate tariff charges for originating network access services. If BellSouth is serving as the US LEC end user's presubscribed interexchange carrier or if the US LEC end user uses BellSouth as an interexchange carrier on a 10XXX basis, US LEC will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

C. The parties agree that to the extent US LEC provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.

D. Each party agrees to compensate the other, pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.

E. Each party will provide to the other party the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.

F. If during the term of this Agreement, either party provides interLATA 800 services, it will compensate the other for the origination of such traffic pursuant to subsection D, above. Each party shall provide the appropriate records for billing pursuant to subsection E, above.

G. Should US LEC require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. US LEC shall utilize SS7 Signaling links, ports and usage as set forth in Attachment C-7, incorporated herein by this reference. US LEC will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SSP equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said service shall be as set forth in BellSouth's Intrastate Access Services Tariff as said tariff is amended from time to time during the term of this Agreement.

VI. Service Provider Number Portability

A. Service Provider Number Portability (SPNP) is an interim service arrangement provided by each party to the other whereby an end user, who switches subscription of his local exchange service from BellSouth to US LEC, or vice versa, is permitted to retain use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number. SPNP is utilized when the parties are providing services via their own switches and not through the resale of one party's telecommunications services. SPNP services are available in two arrangements, SPNP-Remote and SPNP-DID. Notwithstanding the foregoing, SPNP is not available when the end user's existing account has been denied or disconnected for nonpayment and an outstanding balance remains unpaid.

B. SPNP services and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from either party on either a per DS0, DS1 and DS3 basis. Where SPNP-DID is provided on a DS1 or a DS3 basis, applicable channelization rates as specified in Attachment C-16, incorporated herein by this reference. SPNP is available only for basic local exchange service.

C. SPNP is available only where US LEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular US LEC assigned telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or US LEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

D. SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by US LEC or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the SPNP-Remote end user. SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number.

E. SPNP-DID service provides trunk side access to end office switches for direct inward dialing to other company's premises equipment from the

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

F. SPNP services will be provided at the charges contained in Attachment B-3 for SPNP-RCF and Attachment B-4 for SPNP-DID. Both Attachments are incorporated herein by this reference.

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

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

H. Each party is responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other party or any of its end users. In the event that either party determines in its sole judgment that the other party will likely impair or is impairing, or interfering with any equipment, facility or service of such party or any of its end users, that party may either refuse to provide SPNP service or terminate SPNP service that is likely to impair, is impairing or is interfering with the facility, equipment or service of the other party.

I. Each party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either party chooses to disconnect or terminate any SPNP service, that party is responsible for designating the preferred standard type of announcement to be provided.

J. Each party will be the other's party's single point of contact for all repair calls on behalf of each party's end user. Each party reserves the right to contact the other party's customers, if reasonably deemed necessary, for maintenance purposes.

K. Neither party is responsible for adverse effects on any service, facility or equipment related to the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the possibility that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics can not be specified by either party for such calls. Neither party is responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other party obsolete or renders necessary modification of the other party's equipment.

L. For that terminating IXC traffic ported to either party which requires use of either party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other

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

M. If either party has direct connections to the IXCs for the termination of all interLATA traffic and it is only through the use of SPNP services that the tandem is being utilized and the tandem provider receives network access service revenues from the terminating IXC, the other party will bill the network access charges for the terminating facilities used for that interLATA traffic. This circumstance may also arise where an intraLATA toll call from one party's customer is sent to a number that is, in turn, forwarded through the use of SPNP services to the other party's customer. If so, the terminating party will bill the other party the network access charges for the terminating facilities used for that intraLATA toll traffic.

N. If prior to or during the term of this Agreement, the Federal Communications Commission issues regulations pursuant to 47 U.S.C. §251 to require number portability different than that provided pursuant to this subsection, the parties agree to fully comply with those regulations.

VII. Provision of Unbundled Elements

A. BellSouth will offer an unbundled local loop to US LEC at the current rates as set forth in Attachment C-15, incorporated herein by this reference. Special construction charges, if applicable, will be as set forth in BellSouth's Intrastate Special Access Tariff as said tariff is amended from time to time during the term of this Agreement. BellSouth will also offer, as a new service loop concentration as set forth in Attachment C-16, incorporated herein by this reference. The parties agree that loop concentration service as offered above is not an unbundled element.

B. BellSouth will offer to US LEC unbundled loop channelization system service which provides the multiplexing function to convert 96 voice grade loops to DS1 level for connection with US LEC's point of interface. Rates are as set forth in Attachment C-16, incorporated herein by this reference.

C. BellSouth will offer to US LEC unbundled local transport from the trunk side of its switch at the rates as set forth in Attachment B-1, incorporated herein by this reference.

D. BellSouth will offer to US LEC unbundled local switching at the rates as set forth in Attachment C-17, incorporated herein by this reference, for the unbundled exchange service port.

E. BellSouth shall, upon request of US LEC, and to the extent technically feasible, provide to US LEC access to its network elements for the provision of any US LEC telecommunications service. Any request by US LEC for access to a BellSouth network element that is not already available shall be treated as a network element bona fide request. US LEC agrees to pay the costs associated with the bona fide request if US LEC cancels the request or fails to purchase the service once completed. US LEC shall provide BellSouth access to its network elements as mutually agreed by the parties or as required by a Commission or the FCC.

F. A network element obtained by one party from the other party under this section may be used in combination with the facilities of the requesting party only to provide a telecommunications service, including, but not limited to, obtaining billing and collection, transmission, and routing of the telecommunications service.

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

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

IX. Access to 911/E911 Emergency Network

A. For basic 911 service, BellSouth will provide to US LEC a list consisting of each municipality in each state that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. US LEC will arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. US LEC will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, US LEC shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection (B), below.

B. For E911 service, US LEC shall install a minimum of two dedicated trunks originating from US LEC's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per

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

C. If a municipality has converted to E911 service, US LEC will forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, US LEC will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

D. BellSouth and US LEC agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it is amended from time to time during the term of this Agreement by BellSouth, shall determine the appropriate procedures and practices of the parties as to the provision of 911/E911 Access.

E. The applicable rate elements are as set forth in Attachment C-3, incorporated herein by this reference.

X. Provision of Operator Services

A. The parties agree to mutually provide busy line verification and emergency interrupt services pursuant to each party's published tariffs as the tariffs are amended from time to time during the term of this Agreement.

B. BellSouth will offer to US LEC Operator Call Processing Access Service; and Directory Assistance Access Services (Number Services). Rates, terms and conditions are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.

C. BellSouth will offer to US LEC CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-11, incorporated herein by this reference.

XI. Directory Listings

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

B. BellSouth will include US LEC's subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge US LEC to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

C. BellSouth will provide US LEC a magnetic tape or computer disk containing the proper format for submitting subscriber listings. US LEC will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

D. BellSouth will accord (and shall cause BAPCO to accord) US LEC's directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to US LEC's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

E. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

XII. Access to Telephone Numbers

A. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that US LEC has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the BellCore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. US LEC agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.

B. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

XIII. Access to Signaling and Signaling Databases

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

B. BellSouth agrees to input the NXXs assigned to US LEC into the Local Exchange Routing Guide ("LERG").

C. BellSouth will enter US LEC line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in Attachment C-5, incorporated herein by this reference. Entry of line information into LIDB will enable US LEC's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.

D. If US LEC utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

XIV. BellSouth's Offer of Services Available for Resale

A. The rates pursuant by which US LEC is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Attachment D, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

B. US LEC may resell the tariffed telecommunications services of BellSouth, including any broadband exchange line or Synchronet® service, subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; legislatively or administratively mandated specialized discounts (e.g., education institutions discount); and discounted services to meet competitive situations. BellSouth agrees that US LEC may resell the broadband exchange line or Synchronet service as provided by BellSouth in any technically feasible manner alone or in conjunction with its own service offering.

C. The provision of services by BellSouth to US LEC does not constitute a joint undertaking for the furnishing of any service.

D. US LEC will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from US LEC for all services.

E. US LEC will be BellSouth's single point of contact for all services purchased pursuant to this Agreement including all ordering activities and repair calls. For all repair requests, US LEC accepts responsibility for adhering to BellSouth's

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

F. Either party may bill the end user for any services that the end user specifies it wishes to receive directly from either party. Both parties maintain the right to serve directly any end user within the service area of US LEC and agree not to interfere with the right of any end user to obtain service directly from the other party. Both parties will directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of the other party.

G. In most circumstances, the current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the end user's account for which payment arrangements have not been made. Neither party will, however, make the end user's previous telephone number available to the other party until the end user's outstanding balance has been paid.

H. BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to US LEC for a charge not less than BellSouth's cost.

I. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

1. Interfere with or impair service over any facilities of BellSouth, its affiliates or its connecting and concurring carriers involved in its service;
2. Cause damage to their plant;
3. Impair the privacy of any communications; or
4. Create hazards to any employees or the public.

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

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

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

K. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

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

M. Services resold under BellSouth's tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth. US LEC or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

N. BellSouth will not perform billing and collection services for US LEC as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

O. Until such time as BellSouth receives permission from the FCC to bill the End User Common Line (EUCL) charge to US LEC, BellSouth will, on an interim basis, bill US LEC the charges shown below which are identical to the EUCL rates billed by BellSouth to its end users.

	Monthly Rate
1. Residential	
(a) Each Individual Line or Trunk	\$3.50
2. Single Line Business	
(b) Each Individual Line or Trunk	\$3.50
3. Multi-line Business	
(c) Each Individual Line or Trunk	\$6.00

P. The procedures for discontinuing end user service purchased by US LEC for resale to an end user are as follows:

1. Where possible, BellSouth will deny service to US LEC's end user on behalf of, and at the request of, US LEC. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of US LEC
2. At the request of US LEC, BellSouth will disconnect a US LEC end user customer.
3. All requests by US LEC for denial or disconnection of an end user for nonpayment must be in writing.

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

Q. The procedures for discontinuing service to US LEC are as follows:

1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by US LEC of the rules and regulations of BellSouth's tariffs.
2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to US LEC, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice, and US LEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.
3. If payment of the account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
4. If US LEC fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, BellSouth may, on thirty days written notice to the person designated by US LEC to receive notices of noncompliance, discontinue the provision of existing services to US LEC at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice, and US LEC's noncompliance continues, nothing contained herein shall preclude

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

5. If payment is not received or arrangements made for payment by the date given in the written notification, US LEC's services will be discontinued. Upon discontinuance of service on a US LEC's account, service to US LEC's end users will be denied. BellSouth will also reestablish service at the request of the end user or US LEC upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.
6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

R. BellSouth may require US LEC to make a deposit, if evidence of good credit cannot be provided, when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves US LEC from the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that US LEC defaults on its account, service to US LEC will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to US LEC during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to US LEC by the accrual date.

S. Notwithstanding any other provision of this Article XIV, BellSouth may not assess late payment charges or terminate services which it makes available to US LEC for resale based upon the failure of US LEC to pay amounts owing hereunder when due if such unpaid amounts have not been paid by US LEC on the basis of a bona fide dispute; however, in the event that the dispute is resolved in favor of BellSouth, late payment charges may be assessed from and after the date that such amounts were originally due and owing.

XV. Ordering of Services From BellSouth For Resale Purposes

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

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B. When the initial service is ordered by US LEC, BellSouth will establish an accounts receivable master account for US LEC.

C. BellSouth shall bill US LEC on a current basis all applicable charges and credits.

D. Payment of all charges will be the responsibility of US LEC. US LEC shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by US LEC from US LEC's customer. BellSouth will not become involved in billing disputes that may arise between US LEC and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

E. BellSouth will render bills each month on established bill days for each of US LEC's accounts.

F. BellSouth will bill US LEC in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual end user account level.

G. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available U.S. funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in 1. following, shall apply.

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

I. As the customer of record, US LEC will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

J. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lesser of:

1. The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that US LEC actually makes the payment to BellSouth, or
2. 0.000590 per day, compounded daily for the number of days from the payment due date to and including the date that US LEC actually makes the payment to BellSouth.

K. Any Carrier Common Line charges (CCL) associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.

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

M. US LEC is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by BellSouth within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon US LEC.

N. Notwithstanding any other provision of this Article XV, BellSouth may not assess late payment charges or terminate services which it makes available to US LEC for resale based upon the failure of US LEC to pay amounts owing hereunder when due if such unpaid amounts have not been paid by US LEC on the basis of a bona fide dispute; however, in the event that the dispute is resolved in favor of BellSouth, late

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

XVI. Network Design and Management

A. The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

D. Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased.

E. The parties agree to provide LEC-to-LEC Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

F. For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as state by engineering requirements for both parties.

G. The parties agree to provide each other with the proper call information, i.e., originated call party number and destination call party number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth or US LEC provides recording capabilities. The exchange of information is required to enable each party to bill properly.

XVII. Disconnection of Existing End User Service

A. BellSouth will accept requests from US LEC to disconnect the service of an existing BellSouth end user. BellSouth will accept a request directly from an end user for conversion of the end user's service from US LEC to BellSouth or will accept a request from another ALEC or US LEC for conversion of the Service Provider Number Portability service associated with an end user's service from US LEC to the second ALEC. BellSouth will notify US LEC that such a request has been processed. BellSouth will not require end user confirmation prior to disconnecting the end user's service. US LEC must, however, provide proof of authorization upon request.

B. If either party determines that an unauthorized change in local service provider has occurred, it will reestablish service with the appropriate local service provider as requested by the end user and will assess the other party an unauthorized change charge of \$19.41 per line or trunk for residence or business. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed because of the unauthorized change. These charges may be adjusted if satisfactory proof of authorization is provided.

C. Either party may designate itself as the preferred provider of local exchange service for its own pay telephones.

XVIII. Implementation of Agreement

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

XIX. Auditing Procedures

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

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

B. For combined interstate and intrastate US LEC traffic terminated by BellSouth over the same facilities, US LEC shall provide a projected Percentage Interstate Usage ("PIU") as defined herein to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply to US LEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

C. BellSouth reserves the right to periodically audit services purchased by US LEC for the purposes of resale to confirm that such services are being utilized in conformity with this Agreement. US LEC agrees to make any and all records reasonably related to such conversion available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Agreement, US LEC shall be notified and billing for the service will be immediately changed to conform with this Agreement. Service charges, back billing and interest may be applied.

D. All audits shall be performed in a manner so as not to unreasonably interfere with the business of the party being audited.

XX. Liability and Indemnification

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

B. With respect to any claim or suit by BellSouth, a BellSouth customer or by any other person or entity, other than for willful misconduct or gross negligence, for damages associated with any of the services provided by US LEC pursuant to this Agreement or otherwise, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to

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

C. Neither party shall be liable to the other party for any act or omission of any other telecommunications company not a party to this Agreement providing a portion of a service.

D. Neither party is liable for damages to the other party's terminal location, POI or customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by the party's gross negligence or willful misconduct.

E. Each party shall be indemnified, defended and held harmless by the other against any claim, loss or damage arising from a party's use of services provided by the other party under this Agreement, involving: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from a party's own communications; 2) Claims for patent infringement arising from acts combining or using the service furnished by the other party in connection with facilities or equipment furnished by the other party or the other party's customer; 3) any claim, loss, or damage claimed by a customer, arising from the party's use of services provided by the other party under this Agreement; or 4) all other claims arising out of use of services provided pursuant to this Agreement.

F. Neither party assumes liability for the accuracy of the data provided to it by the other party and each party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, injury whatsoever, that may result from the accuracy of data provided in conjunction with the provision of any service provided pursuant to this Agreement.

G. Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Each party shall be indemnified, defended and held harmless by the other from any and all claims by any person relating to the other party or the other party's customer's use of services so provided.

H. No license under patents (other than the limited license to use) is granted or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Each party will defend the other against claims of patent infringement arising solely from the use by the other party of services offered pursuant to this Agreement and will indemnify the other party for any damages awarded based solely on such claims.

I. Both parties' failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil

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

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

XXI. More Favorable Provisions

A. The parties agree that if —

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 XXI.F, BellSouth shall be deemed thereby to have offered such arrangements to US LEC for that state upon such Other Terms, which US LEC may accept as provided in Section XXI.E. In the event that US LEC accepts such offer within sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or within thirty (30) days after US LEC acquires actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms for such arrangement for the particular state shall be effective between BellSouth and US LEC as of the effective date of such Other Interconnection Agreement. In the event that US LEC accepts such offer more than sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or more than thirty (30) days after acquiring actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may

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

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 XXI.F, BellSouth shall be deemed to have offered such arrangements in that state to US LEC upon such Other Terms, which US LEC may accept as provided in Section XXI.E. In the event that US LEC accepts such offer within sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms for such arrangement for the particular state shall be effective between BellSouth and US LEC as of the effective date of such Interconnection Order. In the event that US LEC accepts such offer more than sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and US LEC as of the date on which US LEC accepts such offer.

D. In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate or interstate tariffs (each, an "Interconnection Tariff") offering to provide in a particular state covered under this Agreement any of the arrangements covered by this Agreement to be provided in a particular state upon Other Terms, then upon such Interconnection Tariff becoming effective, except as provided in Section XXI.F, BellSouth shall be deemed thereby to have offered such arrangements in that state to US LEC upon such Other Terms, which US LEC may accept as provided in Section XXI.E. In the event that US LEC accepts such offer within sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms for such arrangements for the particular state shall be effective between BellSouth and US LEC as of the effective date of such Interconnection Tariff. In the event that US LEC accepts such offer more than sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and US LEC as of the date on which US LEC accepts such offer.

E. In the event that BellSouth is deemed to have offered US LEC the arrangements covered by this Agreement upon Other Terms, US LEC in its sole discretion may accept such offer either --

1. by accepting such Other Terms in their entirety; or
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 US LEC, shall remain in full force and effect.

F. Corrective Payment. In the event that —

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

XXII. Treatment of Proprietary and Confidential Information

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

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

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

XXIII. Resolution of Disputes

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

XXIV. Limitation of Use

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

XXV. Waivers

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

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

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

US LEC of North Carolina L.L.C. Executive Vice President- Regulatory and Administration Suite 1540 212 S. Tryon St. Charlotte, NC 28281	BellSouth Telecommunications, Inc. Rich Dender, Actl. Manager South E4E1 3535 Colonnade Parkway Birmingham, AL 35243
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A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

XXVIII. Notices

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.

XXVII. Arm's Length Negotiations

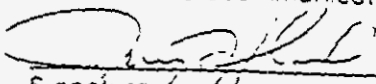
This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

XXVI. Governing Law

XXIX. Entire Agreement

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

BellSouth Telecommunications, Inc



Signature

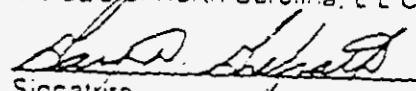
Director

Title

11/2/96

Date

US LEC of North Carolina, L L C



Signature

VVP of Regulatory and Administration

Title

November 8, 1996

Date

030

November 8, 1998

Rates are displayed at the DS1-544 Mbps level. For rates and charges applicable to other arrangement levels, refer to Section EE of BellSouth Telecommunications Inc.'s Interstate Access Tariff.

The Tandem Immediate Charge applies only to intermediary traffic.

DS1 Local Channel: Consists of a DS1 dedicated transport facility between the ALTEC's serving wire center and the ALTEC's PCU, and called an Entrance Facility. This element will apply when associated with services ordered by an ALTEC which utilizes a BellSouth location. This element is not required when an ALTEC is collocated.

DS1 Dedicated Transport: Provides transmission and facility termination. The facility termination applies for each DS1 Interoffice Channel terminated. Can be used from the ALTEC's serving wire center to the end users and offices or from the ALTEC's serving wire center to the tandem.

Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth. Access Tandem Switching: Provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

Service	Rate Element	Unit	Applied	Non-Applied	Monthly Applied	Monthly Non-Applied
Alabama	DS1 Local Channel	Per Month	\$448.97	LC - Add	\$448.97	LC - Add
	DS1 Dedicated Transport	Per Mile	\$33.50	Per Mile	\$33.50	Per Mile
	DS1 Common Transport	Per Mile	\$50.00	Per Mile	\$50.00	Per Mile
	Local Switching L52 (FOD)	Per Month	\$0.0028	Per Month	\$0.0028	Per Month
	Tandem Switching	Per Month	\$0.0027	Per Month	\$0.0027	Per Month
	Interoffice Switching	Per Month	\$0.0028	Per Month	\$0.0028	Per Month
	Tandem Immediate Charge	Per Month	\$0.002	Per Month	\$0.002	Per Month
	Composed Rate-DS1 Dedicated	Per Month	\$0.0028	Per Month	\$0.0028	Per Month
	Composed Rate-DS1 Tandem Sw	Per Month	\$0.0091	Per Month	\$0.0091	Per Month
	Composed Rate-DS1 Dedicated	Per Month	\$0.0028	Per Month	\$0.0028	Per Month
Florida	DS1 Local Channel	Per Month	\$448.97	LC - Add	\$448.97	LC - Add
	DS1 Dedicated Transport	Per Mile	\$33.50	Per Mile	\$33.50	Per Mile
	DS1 Common Transport	Per Mile	\$50.00	Per Mile	\$50.00	Per Mile
	Local Switching L52 (FOD)	Per Month	\$0.0028	Per Month	\$0.0028	Per Month
	Tandem Switching	Per Month	\$0.0027	Per Month	\$0.0027	Per Month
	Interoffice Switching	Per Month	\$0.0028	Per Month	\$0.0028	Per Month
	Tandem Immediate Charge	Per Month	\$0.002	Per Month	\$0.002	Per Month
	Composed Rate-DS1 Dedicated	Per Month	\$0.0028	Per Month	\$0.0028	Per Month
	Composed Rate-DS1 Tandem Sw	Per Month	\$0.0091	Per Month	\$0.0091	Per Month
	Composed Rate-DS1 Dedicated	Per Month	\$0.0028	Per Month	\$0.0028	Per Month

Rates and charges will be applied as indicated below.

Service: Local Interconnection

Background: Provided for the use of BellSouth Switching and Transport facilities and common subscriber plan for connecting calls between an ALTEC's Point of Interconnect (POI) and a BellSouth end user.

It can also be used to connect calls between an ALTEC and an Interchange Carrier (IC) and Interchange Exchange (IXE) company (ICD) or a Mobile Service Service Provider (MSP), or between two ALTECs.

It is furnished on a per-minute basis. Trunks are identified by call type and directionality. There are two major trunk types: (1) Local and (2) Interoffice. Local represents traffic from the ALTEC's POI to a BellSouth end office and interoffice represents traffic originated or terminated by an ALTEC which is interconnect with an ICD, MSP or another ALTEC.

State(s): Louisiana

RATE ELEMENTS	Per MOU	Applied Per	Monthly Applied		Non-Recur	Applied Per	Monthly Applied		Non-Recur	Applied Per
			Per	LC			Per	LC		
DS1 Local Channel	-	-	\$133.81	LC	-	-	-	-	-	-
DS1 Dedicated Transport	-	-	-	-	\$668.97	LC - Firm	-	-	-	-
DS1 Common Transport	-	-	-	-	\$488.83	LC - Add	-	-	-	-
Local Switching LS2 (FGD)	\$0.00004	per mile	\$18.75	per mile	-	-	-	-	-	-
Tandem Switching	\$0.00038	fac term	\$39.75	fac term	-	-	-	-	-	-
Information Surcharge	\$0.00469	access mov	-	-	\$100.49	fac term	-	-	-	-
Tandem Intermediary Charge**	\$0.00050	access mov	-	-	-	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.002	access mov	-	-	-	-	\$73.50	per mile	\$668.97	LC - Firm
Composite Rate-DS1 Tandem Sw	\$0.01021	-	-	-	-	-	\$90.00	fac term	\$488.83	LC - Add
	\$0.01049	-	-	-	-	-	-	-	\$100.49	fac term

State(s): N Carolina

RATE ELEMENTS	Per MOU	Applied Per	Monthly Applied		Non-Recur	Applied Per	Monthly Applied		Non-Recur	Applied Per
			Per	LC			Per	LC		
DS1 Local Channel	-	-	\$133.81	LC	-	-	-	-	-	-
DS1 Dedicated Transport	-	-	-	-	\$668.97	LC - Firm	-	-	-	-
DS1 Common Transport	-	-	-	-	\$488.83	LC - Add	-	-	-	-
Local Switching LS2 (FGD)	\$0.00004	per mile	\$73.50	per mile	-	-	-	-	-	-
Tandem Switching	\$0.00038	fac term	\$39.00	fac term	-	-	-	-	-	-
Information Surcharge	\$0.01140	access mov	-	-	\$100.49	fac term	-	-	-	-
Tandem Intermediary Charge**	\$0.00074	access mov	-	-	-	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.002	access mov	-	-	-	-	\$73.50	per mile	\$668.97	LC - Firm
Composite Rate-DS1 Tandem Sw	\$0.01331	-	-	-	-	-	\$90.00	fac term	\$488.83	LC - Add
	\$0.01344	-	-	-	-	-	-	-	\$100.49	fac term

State(s): Tennessee

RATE ELEMENTS	Per MOU	Applied Per	Monthly Applied		Non-Recur	Applied Per	Monthly Applied		Non-Recur	Applied Per
			Per	LC			Per	LC		
DS1 Local Channel	-	-	\$133.81	LC	-	-	-	-	-	-
DS1 Dedicated Transport	-	-	-	-	\$668.97	LC - Firm	-	-	-	-
DS1 Common Transport	-	-	-	-	\$488.83	LC - Add	-	-	-	-
Local Switching LS2 (FGD)	\$0.00004	per mile	\$73.50	per mile	-	-	-	-	-	-
Tandem Switching	\$0.00038	fac term	\$90.00	fac term	-	-	-	-	-	-
Information Surcharge	\$0.01790	access mov	-	-	\$100.49	fac term	-	-	-	-
Tandem Intermediary Charge**	\$0.00074	access mov	-	-	-	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.002	access mov	-	-	-	-	\$73.50	per mile	\$668.97	LC - Firm
Composite Rate-DS1 Tandem Sw	\$0.01841	-	-	-	-	-	\$90.00	fac term	\$488.83	LC - Add
	\$0.01954	-	-	-	-	-	-	-	\$100.49	fac term

*Rates are displayed at the DS1-1.544 Mbps level. For rates and charges applicable to other arrangement levels, refer to Section E8 of BellSouth Telecommunications Inc.'s Interstate Access Tariff.

-The Tandem Intermediary Charge applies only to intermediary traffic.

-DS1 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's PCF also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilize a BellSouth facilities. This element is not required when an ALEC is colocated from the ALEC's serving wire center to the end users and office of origin.

-DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 interoffice channel terminated. Can be used from the ALEC's serving wire center to the end users and office of origin.

-Common Transport: provides transmission and facility termination. The facility termination applies for each DS1 interoffice channel terminated. Can be used from the ALEC's serving wire center to the end users and office of origin.

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

Attachment B-2

Local Interconnection Service

Service: Toll Switched Access

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

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

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

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

State(s): All

Rates, Terms and Conditions:

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

Attachment B-3

Local Interconnection Service

Service: Service Provider Number Portability-Remote

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

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

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

State(s):	Per Number Ported, Each	Additional Capacity for Simultaneous Call Forwarding, per Additional Path	Per Order, per end user location
	Monthly Rate	Monthly Rate	Nonrecurring Charge
Alabama	\$1.50	\$0.75	\$25.00
Florida	\$1.50 Business \$1.25 Residence	\$0.50 Business \$0.50 Residence	\$25.00 Business \$25.00 Residence
Georgia	\$1.75	\$0.75	\$25.00
Kentucky	\$1.50	\$0.75	\$25.00
Louisiana	\$1.50	\$0.75	\$25.00
Mississippi	\$1.75	\$0.75	\$25.00
N.Carolina	\$1.50	\$0.75	\$25.00
S.Caroline	\$1.50	\$0.75	\$25.00
Tennessee	\$1.75	\$0.75	\$25.00

May 29, 1995

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Attachment B-4

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 and office switched for direct inward dialing to ALEC premises from the telecommunications network directly to lines associated with ALEC switching equipment.

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

SPNP-DID Trunk Termination will only be provided with SS7 Signaling at rates set forth in E6 of BellSouth Telecommunications, Inc.'s Intrastate Access Tariffs.

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

State(s):	Alabama				Florida			
RATE ELEMENTS	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
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	\$180.00	trunk-int. \$80.00 trunk-sub.	\$15.00	trunk	\$170.00	trunk-int. \$88.00 trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$868.97	LC - First \$488.83 LC - Add'l	\$133.81	LC	\$868.97	LC - First \$488.83 LC - Add'l
DS1 Dedicated Transport**	\$23.50	per mile	--	--	\$18.75	per mile	--	--
	\$90.00	fac term	\$100.48	fac term	\$59.75	fac term	\$100.48	fac term

State(s):	Georgia				Kentucky			
RATE ELEMENTS	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
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	\$185.00	trunk-int. \$83.00 trunk-sub.	\$13.00	trunk	\$150.00	trunk-int. \$80.00 trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$868.97	LC - First \$488.83 LC - Add'l	\$133.81	LC	\$868.97	LC - First \$488.83 LC - Add'l
DS1 Dedicated Transport**	\$23.50	per mile	--	--	\$23.50	per mile	--	--
	\$90.00	fac term	\$100.48	fac term	\$90.00	fac term	\$100.48	fac term

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

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

Local Interconnection Service

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

RATE ELEMENTS	Louisiana				Mississippi			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
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	trunk-int. \$66.00 trunk-sub.	\$13.00	trunk	\$150.00	trunk-int. \$60.00 trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$666.97	LC - First \$486.83 LC - Add'l	\$133.81	LC	\$666.97	LC - First \$486.83 LC - Add'l
DS1 Dedicated Transport**	\$18.75 \$59.75	per mile fac. term.	\$100.49	fac. term.	\$23.50 \$90.00	per mile fac. term.	\$100.49	fac. term.

RATE ELEMENTS	N. Carolina				S. Carolina			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
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	\$150.00	trunk-int. \$63.00 trunk-sub.	\$13.00	trunk	\$154.00	trunk-int. \$61.00 trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$666.97	LC - First \$486.83 LC - Add'l	\$133.81	LC	\$666.97	LC - First \$486.83 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.

RATE ELEMENTS	Tennessee			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
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	trunk-int. \$63.00 trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$666.97	LC - First \$486.83 LC - Add'l
DS1 Dedicated Transport**	\$23.50 \$90.00	per mile fac. term.	\$100.49	fac. term.

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

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

Attachment C-1

Unbundled Products and Services and New Services

Service: Subscriber Listing Information

Description: Subscriber primary listing information provided at no charge and in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each ALEC end user customer.

State(s): All

Rates: (1) No charge for ALEC-1 customer primary listings.
(2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.

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

2. CARRIER OBLIGATIONS. CARRIER agrees as follows:

(a) CARRIER shall provide to BAPCO, or its designee, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO as set forth on Exhibit A for use by BAPCO and its affiliates and agents in publishing Directories of whatever type and format and for other derivative purposes. Such subscriber listing information shall be provided in the format and on the schedule set forth in said Exhibit, or as otherwise mutually agreed between the parties from time to time.

(b) CARRIER shall also provide directory delivery information to BAPCO as set forth in Exhibit A for all subscribers.

(c) CARRIER shall advise BAPCO promptly of any directory-related inquiries, requests or complaints which it may receive from CARRIER subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.

(d) CARRIER shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by subscribers.

3. BAPCO OBLIGATIONS. BAPCO agrees as follows:

(a) BAPCO shall include one standard listing for each CARRIER 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.

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(b) BAPCO shall publish additional listings, foreign listings and other alphabetical Directory listings of CARRIER subscribers upon their request consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories at BAPCO's prevailing rates, terms and conditions.

(c) BAPCO will distribute its regularly published alphabetical and classified Directories to local CARRIER subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new CARRIER service, if a current Directory for that geographic area has not previously been provided. Such deliveries may include separate advertising materials accompanying the Directories.

(d) BAPCO will include CARRIER information in the customer guide pages of its alphabetical Directories for communities where CARRIER provides local exchange telephone service at the time of publication in accordance with BAPCO's prevailing standards for the same. CARRIER will provide information requested by BAPCO for such purpose on a timely basis.

(e) BAPCO shall make available at no charge to CARRIER or its subscribers one listing for CARRIER business customers per hunting group in one appropriate heading in BAPCO's appropriate local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards.

(f) BAPCO agrees to solicit, accept and publish directory advertising from business subscribers for CARRIER in communities for which BAPCO publishes classified Directories in the same manner and upon substantially the same terms as it solicits, accepts and publishes advertising from advertisers who are not CARRIER subscribers.

4. PUBLISHING POLICIES. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories.

5. LIABILITY AND 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. LIMITATION OF LIABILITY. BAPCO's liability to CARRIER for any errors or omission directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for any error or omission in any subscriber listing in any directory published by BAPCO.

7. TERM. This Agreement shall be effective on the date of the last signature hereto for a term of two (2) years and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty days prior written notice.

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

9. 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.

10. NONDISCLOSURE.

(a) During the term of this Agreement it may be necessary for the parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or 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.

11. FORCE MAJEURE. Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike, riot, embargo, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to ameliorate the effects thereof.

12. PUBLICITY. Neither party shall disclose the terms of this Agreement nor use the trade names or trademarks of the other without the prior express written consent of the other.

13. REPRESENTATIVES AND NOTICES.

(a) Each party shall name one or more representatives for contacts between the parties which shall be authorized to act on its behalf. Such representatives may be changed from time to time upon written notice to the other party.

(b) Notices required by law or under this Agreement shall be given in writing by hand delivery, certified or registered mail, or by facsimile followed by certified or registered mail, addressed to the named representatives of the parties with copies to:

If to BAPCO:

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

With Copy to:

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

If to CARRIER:



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

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

BELLSOUTH ADVERTISING &
PUBLISHING CORPORATION

CARRIER:

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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): Book code of the directory.
25. Number of books now: for immediate delivery/replacement.
26. Number of books annually: 0 - 3 residence, 0 - 5 business, then negotiated.

REMARKS SECTION (As required)

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

PRIVATE/PROPRIETARY

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

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BAPCO Deliverables

Publication Schedules

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

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

Yellow Pages Headings

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

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.

Central Office Table

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

Listing Specifications

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

Abbreviation Table

BAPCO will provide a printed 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.

Foreign Directory Name Table

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

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.

Attachment C-2

Unbundled Products and Services and New Services

Service: Access to Numbers

Description: For that period of time in which BellSouth serves as North American Numbering Plan administrator for the states in the BellSouth region, BellSouth will assist ALECs applying for NXX codes for their use in providing local exchange services.

State(s): All

Rates: No Charge

Attachment C-3

Unbundled Products and Services and New Services

Service: Access to 911 Service

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

Additionally, ALEC-1 must provide a minimum of two dedicated trunk groups originating from ALEC-1's serving wire center and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from ALEC-1's point of interface to 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 Telecommunication's Inc.'s Intrastate Access Service Tariffs.

State(s): All

Rates: Will be billed to appropriate municipality.

Attachment C-4

Unbundled Products and Services and New Services

Service: 800 Database

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

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

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

State(s): All

Rates, Terms and Conditions:

In all states, the 800 Database rates, terms and conditions will be applied as set forth in Sections E2, E5, E6 and E13 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs.

Attachment C-5

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. 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 ALECs data is used BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query as displayed in Attachment C-8 following.

State(s): All

Rates: No Charge

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LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

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

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

I. SCOPE

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

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

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

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

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

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall

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

II. TERM

This Agreement will be effective as of _____, 19____ 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.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

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

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

V. LIMITATION OF LIABILITY

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

VI. MISCELLANEOUS

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

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

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

By: _____
 Title: _____
 Date: _____
 Address: _____

THE LOCAL EXCHANGE COMPANY

By: *[Signature]*
 Title: *[Signature]*
 Date: 11/12/14
 Address: 2115 RIG
 615 West Peachtree Street, N.E.
 Atlanta, Georgia 30325

BELLSOUTH TELECOMMUNICATIONS, INC.

their fully authorized officers.

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

(Facilities Based)

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

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications, Inc. ("BST"), and _____ ("Local Exchange Company"), effective the ____ day of _____, 199 __.

I. GENERAL

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

II. DEFINITIONS

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

responsible for any delay or failure in performance to the extent such delay or failure is caused
BST's receipt of such billing number information, provided that BST shall not be held

Company's billing number information in its LIDB no later than two business days following
Exchange Company. Under normal operating conditions, BST shall include the Local Exchange

B. BST will store in its LIDB the billing number information provided by the Local
BST's LIDB each business day by a method that has been mutually agreed upon by both parties.

A. The Local Exchange Company will provide its billing number information to:

III. RESPONSIBILITIES OF PARTIES

number and toll billing exception indicator provided to BST by the Local Exchange Company:

I. Billing number information - information about billing number, Calling Card

calling card number exists as stated or otherwise provided by a caller.

H. Calling Card Validation - refers to the activity of determining whether a particular

billing exception indicator is present for a particular billing number.

G. Billed Number Screening - refers to the activity of determining whether a toll

Exchange Company.

it is considered invalid for billing of collect calls or third number calls or both, by the Local

F. Toll billing exception indicator - associated with a billing number to indicate that

which is added to a billing number to compose a fourteen digit calling card number.

E. PIN number - a four digit security code assigned by the Local Exchange Company

D. Calling Card number - a billing number plus PIN number.

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

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

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. COMPLIANCE

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

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

BELLSOUTH TELECOMMUNICATIONS, INC

By: [Signature]
Title: Director
Date: 1/12/78
Address: 2165 B.C.
675 West Peachtree Street, N.E.
Atlanta, Georgia 30315

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____

(Resale)

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

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications, Inc. ("BST"), and _____ ("Local Exchange Company"), effective the ____ day of _____, 199 __.

I. GENERAL

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

II. DEFINITIONS

A. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

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

E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

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

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

I. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

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

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

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

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

1. 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.
2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

IV. COMPLIANCE

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

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

BELLSOUTH TELECOMMUNICATIONS, INC

By: [Signature]
Title: Director
Date: 11/12/96
Address: 21105 RSC
675 West Peachtree Street N.W.
Atlanta, Georgia 30315

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____

Attachment C-6

Unbundled Products and Services and New Services

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

Description: Provides a customer the ability to receive validation of billing information through query of data stored in BellSouth's LIDB data base. See below for additional information.

State(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 00000	-
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. As set forth in Attachment C-5 (LIDB Storage Agreement), preceding, each time an ALEC data is used, BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query.	\$0 00800	-
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.		

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Attachment C-7

Unbundled Products and Services and New Services

Service: Signaling

Description: Provides for connection to and utilization of BellSouth's Signaling System 7 network for both call setup and non-call setup purposes.

State(s): All

Rate Elements	Monthly Rate	Recurring Rate	Non-Recurring	Applied Per
CCS7 Signaling Connection - Provides a two-way digital 56 Kbps dedicated facility connecting a customer's signaling point of interface in a LATA to a BellSouth STP. Each customer's connection requires either a pair or a quad of signaling connections.	\$155.00	-	\$510.00	56 Kbps facility
CCS7 Signaling Termination - Provides a customer dedicated point of interface at the BellSouth STP for each of the customer's SS7 connections.	\$355.00	-	-	STP Port
CCS7 Signaling Usage* - Refers to the messages traversing the BellSouth signaling network for call set-up and non call set-up purposes.	-	\$0.000023 \$0.000050	-	Call Set Up Msg. TCAP Msg.
CCS7 Signaling Usage Surrogate*	\$395.00	-	-	56 Kbps facility

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

Attachment C-8

Unbundled Products and Services and New Services

Service: Operator Call Processing Access Service

Description: Provides Operator and Automated call handling. This includes processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides customized call branding; dialing instructions; and other operator assistance the customer may desire.

Rate Elements	State(s)	Monthly Recurring	Applied Per
Operator Provided Call Handling	All	\$1.17	Per Work Minute
Call Completion Access Termination Charge 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
	Kentucky	\$0.06	Per Call Attempt
	Louisiana	\$0.06	Per Call Attempt
	Mississippi	\$0.06	Per Call Attempt
	N. Carolina	\$0.08	Per Call Attempt
S. Carolina	\$0.08	Per Call Attempt	
Tennessee	\$0.12	Per Call Attempt	
Fully Automated Call Handling	All	\$0.15	Per Attempt
Operator Services Transport Operator Services transport rates, terms and conditions are as set forth in E6 of BellSouth Telecommunications, Inc.'s Intrastate Access Service Tariff.			

Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: See below

Rate Elements	Description	State(s)	Monthly Rate
Directory Assistance Call Completion Access Service	Optional service provided to an Access subscriber of BellSouth's DA Access Service. Given a listed telephone number at the request of an Access subscriber and user, BellSouth will provide or attempt to provide from the DA Operator System, call completion to the number requested. All local and intrastate call completion attempts are routed over an interof trunk facility directly to the terminating end office that services the designated number. An Automatic Message Account (AMA) record that includes conversation time, originating, terminating, and billing number data is made for each call completion attempt. This record is in addition to the record made for the DA transaction.	All	\$0.25 (per call attempt)
Call Completion Access Termination Charge	This charge will be applicable per call attempt and is in addition to the DACC Access Service charge listed above.	Alabama Florida Georgia Kentucky Louisiana Mississippi N Carolina S Carolina Tennessee	\$0.08 \$0.08 \$0.08 \$0.08 \$0.08 \$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. A separate dedicated intercept trunk facility to the Number Services switch for intercept calls is required. Standard trunk signaling is used to send the intercepted number to the Number Services switch and a database hook-up is performed to retrieve the referral number. The referral number is provided to the calling party by a mechanized audio announcement. The subscribing Access customer must provide the updates to the intercept database to support the service.	All	\$0.25 (per intercept query)
Directory Assistance Service Call	Rate, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL,FL,KY,LA,MS,NC,SC,TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Transport	Rate, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL,FL,KY,LA,MS,NC,SC,TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Interconnection	Rate, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL,FL,KY,LA,MS,NC,SC,TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Database Service	Rate, terms and conditions will be applied as set forth in A36.1 of BellSouth Telecommunication's Inc.'s General Subscriber Service Tariff.		
Direct Access to DA Service	Rate, terms and conditions will be applied as set forth in Section 9.3 of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff F.C.C. No. 1		

Unbundled Products and Services and New Services

Service: Busy Line Verification and Emergency Interrupt

Description: BellSouth will provide Inward Operator Service for Busy Line Verification and Verification and Emergency Interrupt.

State(s): All

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

May 29, 1998

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Attachment C-11

Unbundled Products and Services and New Services

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

Description: CMDS-Hosting is the Bellcore administered national system used to exchange Exchange Message Record (EMR) formatted message data among host companies.

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

State(s): All

Rate Elements	Description	Monthly
Message Distribution	Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate. This charge is applied on a per message basis.	\$0.004
Data Transmission	This charge is applied on a per message basis.	\$0.001

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Attachment C-12

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.

State(s): All

Rate Elements	Billing and Collections Fee Retained by Billing Coj	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	\$0.18	message

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

SECTION 2. DEFINITIONS

- 2 01 A. Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to the ALEC or from the ALEC to BellSouth for services and/or facilities provided under this Agreement.
- C. Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
- D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls. ICS within the BellSouth region includes third number, credit card and collect calls.
- E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
- F. Non-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 the ALEC by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.02 The ALEC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS

SECTION 4. COMPENSATION ARRANGEMENTS

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

SECTION 5. ASSOCIATED EXHIBITS

- 5.01 Listed below are the exhibits associated with this Agreement.

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

- 5.02 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in 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 _____, 199_

WITNESS: THE ALEC

 (title)

WITNESS: BELLSOUTH TELECOMMUNICATIONS, INC.

 (title)

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SECTION 8. TERM OF AGREEMENT

8.01 This agreement is effective _____ and will continue in force and 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 _____ 1998.

WITNESS:

THE ALEC

(b)(6)

WITNESS:

BELLSOUTH TELECOMMUNICATIONS, INC

John L. ...

John L. ... / Director
(b)(6)

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SECTION 1 SCOPE OF EXHIBIT.

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

SECTION 2. RESPONSIBILITIES OF THE PARTIES

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

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- 2.07 Transmission of message data between BellSouth and the ALEC will be via electronic data transmission.
- 2.08 All messages and related data exchanged between BellSouth and the ALEC will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.09 The ALEC will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.10 Should it become necessary for the ALEC to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and the ALEC to notify all affected parties.
- 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or the ALEC) identified and agreed to, the company responsible for creating the data (BellSouth or the ALEC) will make every 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.
- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify the ALEC of the error condition. The ALEC will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, the ALEC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 In no case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

SECTION 3. COMPENSATION

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

Rate Per Message \$0.004

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

Rate Per Message \$0.001

- 3.03 Data circuits (private line or dial-up) will be required between BellSouth and the ALEC for the purpose of data transmission. Where a dedicated line is required, the ALEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The ALEC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to the ALEC. Additionally, all message toll charges associated with the use of the dial circuit by the ALEC will be the responsibility of the ALEC. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.

- 3.04 All equipment, including modems and software, that is required on the ALEC end for the purpose of data transmission will be the responsibility of the ALEC.

SECTION 1 SCOPE OF EXHIBIT

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

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 BellSouth will remit to the ALEC the revenue, less a billing charge, for intra-LATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by the ALEC and billed to:

- 1) a BellSouth customer.
- 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CDD 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 charges 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 The ALEC will bill, collect and remit to BellSouth the charges for intra-LATA 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 within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CMD 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 the ALEC and other non-BellSouth LECs/ALECs within the state, BellSouth will provide the ALEC with monthly reports summarizing the ICS revenues for messages that originated with the ALEC and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by the ALEC.

SECTION 3. COMPENSATION

3.01 The following 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
Calls originated in any of the states within BellSouth region and billed in that same state	\$0.05
2) Calls originated in a state within BellSouth's region and billed in another state or originated in another state and billed in a state within BellSouth's region	\$0.05
3) Calls originated in a state within BellSouth's region and billed outside the conterminous United States	\$0.16

Unbundled Products and Services and New Services

Service: Virtual Collocation

Description: Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

Rates, Terms and Conditions:

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

State: Florida In the state of Florida, the rates, terms and conditions will be applied as set forth in Section E20 of BellSouth Telecommunication's, Inc. Intrastate Access Service Tariff.

Service: Physical Collocation

Description: Per FCC - (10/19/92 FCC Order, para 39)
Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."

State(s): All

Rates, Terms and Conditions: To be negotiated

September 18, 1996

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Rates for Physical Interconnection

Rate Element	Application/Description	Type of Charge	Rate
Application Fee	Applies per arrangement per location	Nonrecurring	Tariff Rates (Same as Virtual)
Space Preparation Fee	Applies for survey and design of space, covers shared building modification costs.	Nonrecurring	ICB - See Note 1 Will not be less than \$1800 - not to exceed \$8500 unless HVAC or power plant upgrade. If so, rates to be ICB.
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments.	Nonrecurring	\$29,744.00 See Note 2
Cable Installation Fee	Applies per entrance cable	Nonrecurring	Tariff Rates (Same as Virtual)
Floor Space	Per square foot, for Zone A and Zone B offices respectively	Monthly Recurring	\$7.50 / \$6.75 See Note 3
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	\$5.14 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$13.35 per cable
POT Bay	Optional Point of Termination bay; rate is per DS1/DS3 cross-connect respectively	Monthly Recurring	\$1.20 / \$5.00 See Note 4
Cross-Connects	Per DS1/DS3 respectively	Monthly Recurring	\$8.00 / \$72.48
Security Escort	First and additional half hour increments, per tariff rate in Basic time (B), Overtime (O) and Premium time (P)	As Required	\$41.00 / \$25.00 B \$48.00 / \$30.00 O \$55.00 / \$35.00 P

- Note 1: Will be determined at the time of the application based on building and space modification requirements for shared space at the requested CO
- Note 2: Applies only to collocators who wish to purchase a steel-gauge cage enclosure. Carriers may also pay \$330.00 per square foot for the first 100 square feet and \$242.00 for each additional 100 square feet in the same CO in lieu of space preparation and construction fees. This option does not apply where HVAC, power plant or both upgrade is required.
- Note 3: See attached list for Zone A offices as of May 1998. This list will be amended monthly.
- Note 4: Applies when collocator does not supply their own POT bay.

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BellSouth Zone A Offices - as of May 1996

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

EX=Exempt from Physical

GA	Athens	Athens	ATHNGAMA	
	Atlanta	Countland St	ATLNGACS	
		Peachtree Pl	ATLNGAPP	
		Buckhead	ATLNGABU	
		East Point	ATLNGAEP	
		Toco Hills	ATLNGATH	
		Sandy Springs	ATLNGASS	
	Lilburn	Lilburn	LLBNGAMA	
	Smyrna	Power Ferry	SMYRGAPP	
		Smyrna Main	SMYRGAMA	
	Tucker	Tucker Main	TUKRGAMA	EX
	Roswell	Roswell Main	RSWLGAMA	
	Norcross	Norcross Main	NRCRGAMA	
	Marietta	Marietta Main	MERTGAMA	
	Dunwoody	Dunwoody Main	DNWDGAMA	
	Alpharetta	Alpharetta Main	ALPRGAMA	
	Columbus	Columbus Main	CLMBGAMT	
KY	Louisville	Armory Place	LSVLKYAP	EX
		Westport Rd	LSVLKYWE	EX
		Beechmont	LSVLKYBE	
		Bardstown Road	LSVLKYBR	EX
		Fern Creek	LSVLKYFC	
		JTown	LSVLKYJT	
		Mathews	LSVLKYSM	
		Third Street	LSVLKYTS	
LA	New Orleans	Main	NWORLAMA	
	Baton Rouge	Main	BTRGLAMA	
MS	Hattiesburg	Hattiesburg Main	HTBGMSMA	
	Jackson	Cap Pearl	JCSNMSCP	
	Vicksburg	Vicksburg	VCBGMSMA	
NC	Cary	Central	NARYNCCE	
	Chapel Hill	Rosemary	CPHLNCRO	
	Charlotte	Caldwell	CHRLNCCA	
		South Boulevard	CHRLNCBO	

	Denta	CHRLNCDE
	Erwin	CHRLNCER
	Lake Point	CHRLNCLP
	Reid	CHRLNCRE EX
	Sharon Amity	CHRLNC SH
	University	CHRLNCUN EX
Greensboro	Eugene St	GNBONCEU
Raleigh	Morgan	RLGHNCMO
	New Hope	RLGHNCHO
Salisbury	Main	SLBRNCMA
Winston Salem	Fifth Street	WNSLNCFI
Ashville	O'Henry	AHVLNCOH
SC	Charleston	CHTNSCDT
	Columbia	CLMASCSN EX
	At Andrews	CLMASCSA
	Greenville	GNVLSCDT
	Woodruff Road	GNVLSCLR EX
	Spartenburg	SPBGSCMA
TN	Knoxvill	KNVLTNMA
	Memphis	MMPHTNBA
	Chickasaw	MMPHTNCT
	Eastland	MMPHTNEL
	Germentown	MMPHTNGT
	Main	MMPHTNMA EX
	Oakville	MMPHTNOA
	Southland	MMPHTNSL
	Nashville	NSVLTNMT
	Airport	NSVLTNAP
	Brentwood	NSVLTNBW
	Crieve Hall	NSVLTNCH
	Donelson	NSVLTNDO
	Inglewood	NSVLTNIN
	Sharonale	NSVLTNST
	University	NSVLTNUN

BellSouth Telecommunications
Negotiations Handbook
for
Collocation

BellSouth Collocation Handbook - Version 3 August 1996

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Preface

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

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

Introduction

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

Service Description

Virtual Expanded Interconnection Service (VEIS)

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

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

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

Physical Collocation

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

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

Service Descriptions

Physical Collocation (cont.)

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

Rate Components

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

Application fee (R)

The application fee is required for all collocators to cover the engineering and administrative expense associated with your application inquiry. This fee is a one time charge per request, per C.O. for each new VEIS / EIS / IS service request. No application fee is required for updates, amendments or supplements to service requests in progress. A subsequent request by the same customer in the same C.O. will be treated as "new" if the initial VEIS / EIS / IS request has not been completed and is in service. The Application fee must be paid upon submission of an application to indicate a bona fide request.

Floor Space (R)

This component covers the square footage for the equipment rack(s) and POT bay for your arrangement plus a factor of 25% when no cage is present, or will include the enclosure square footage when a cage is utilized. When a cage is not requested, square footage will be calculated based on the shadow print of your equipment racks and POT bay times the factor of 1.25 to compensate for maintenance walk-around space for your equipment. If you require administrative space for your arrangement, i.e. a desk or terminal stand, you will be required to purchase a cage enclosure.

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

Rate Components (cont.)

Power (R)

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

Cross-connect (R)

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

Cable Installation

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

Cable Support Structure

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

Space Preparation fee

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

Space construction fee

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

Rate Components (cont.)

POT bay

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

Security Escort (R)

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

Additional Engineering

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

Administrative reporting

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

General Terms and Conditions

Application for service

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

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

Assignment of space

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

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

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

Occupancy of space

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

Pricing structure

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

General Terms and Conditions (cont.)

Equipment installation

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

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

Alarm and monitoring

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

Inspections

BellSouth will conduct an inspection of the 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. A security escort will be required. Any additional inspections must be coordinated with BellSouth and will also require a security escort.

Commencement Date

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

General Terms and Conditions (cont.)

Insurance

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

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

Ordering Interconnected service

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

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

Assignment of facilities

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

Liability

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

General Terms and Conditions (cont.)

Access to BellSouth Central Offices

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

Recovery of extraneous expenses

Should BellSouth discover, upon beginning construction for physical collocation space, that unexpected major 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 BST for expenses incurred to date. If the collocator has prepaid all or a portion of the non-recurring fees, BellSouth will refund the amount not expended as of the date of the cancellation.

Conversion of Virtual to Physical Collocation

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

Special Reports

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

Negotiation Contacts

For ALEC initial contact:

<u>Contact Name</u>	<u>Telephone</u>
Bob Scheye	404 420-8327

For all INC, CAP, and subsequent ALEC contacts:

<u>Contact Name</u>	<u>Telephone</u>	<u>Pager Number</u>	<u>Fax Number</u>
Rich Dender	205 977-5966	1-800-729-1371	205 977-0037
Nancy Nelson *	205 977-1136	1-800-729-1380	205 977-0037

* Collocation Coordination Center Manager

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

General information:

<u>Contact Name</u>	<u>Telephone</u>	<u>Fax Number</u>
Tony Saberte	205 985-6195	205 985-1900

Or contact your account representative.

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

Contact: Nancy Nelson
(205) 977-1136
Room E4E1 South
3535 Colonnade Drive
Birmingham, Alabama

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

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

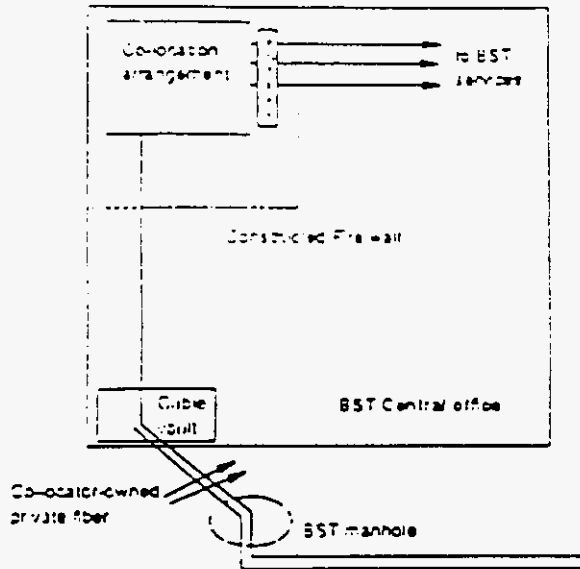
BellSouth Physical Collocation
 Central Office Exemptions
 (through September 1994)*

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

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

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.

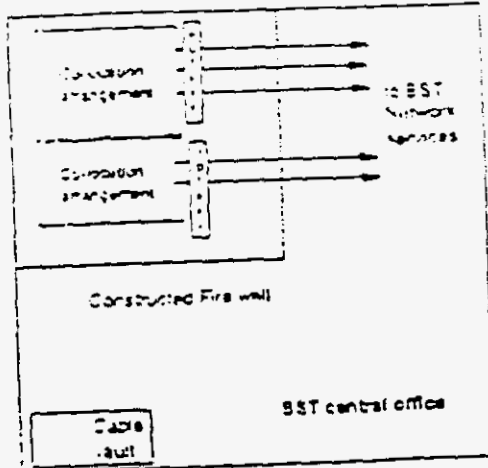


Elements	Typical Rate
Application fee	N/A
Space preparation fee	N/A
Space construction fee*	N/A
Cable installation fee	N/A
Cable support structure	RC
Floor space - per square foot	RC
Includes environmental	
Floor space - power / per ampere	RC
Cross-connects	RC
Security escort / per 1/2 hour	(as required)

* Applies for optional cage construction only

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. For this arrangement, BellSouth will request a minimum 24 month contract for both the floor space and transport services, as well as a minimum number of interconnections (DS1 or DS3 services).



Elements

Requirements

Application fee	N/A
Space preparation fee	N/A
Space construction fee *	N/A
Floor space / per square foot	RC
Includes environmental	
Floor space - power / per ampere	RC
Cross-connects	RC
Security escort / per 1/2 hour	(as required)

* Required only for optional cage construction

Rates for Negotiated Interconnection

Rate Element	Application/Description	Type of charge	Rate
Application Fee	Applies per arrangement per location	Non recurring	\$ 3,848.00
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 cage in 100 square foot increments	Non recurring	\$ 29,744.00 ^{*(2)}
Cable Installation Fee	Applies per entrance cable	Non recurring	\$ 4,650.00
Floor Space	Per square foot, for Zone A and Zone B offices respectively	Monthly Recurring	\$9.31 / \$8.38 ^{*(3)}
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	\$ 5.14 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$13.35 per cable
POT bay	Optional Point of Termination bay; rate is per DS1 / DS3 cross-connect respectively	Monthly Recurring	\$1.20 / \$5.00 ^{*(4)}
Cross-connects	Per DS1 / DS3 respectively	Monthly Recurring	\$ 9.28 / \$ 72.48
Security escort	First and additional half hour increments, per tariff rate in Basic time (B), Overtime (O) and Premium time (P).	As required This is a tariffed charge.	\$41.00 / \$25.00 B \$48.00 / \$30.00 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 May 1996. This list will be amended monthly.
- Note 4 Applies when collocator does not supply their own POT bay.

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BellSouth Zone A Offices May 1996

EX - Exempt from Physical

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

STATE	CITY	OFFICE	CLLI / STATUS
GA	Athens	Athens	ATHNGAMA
	Atlanta	Counland 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
	Marietta	Marietta Main	MRRTGAMA
	Dunwoody	Dunwoody Main	DNWDGAMA
	Alpharetta	Alpharetta Main	ALPRGAMA
	Columbus	Columbus Main	CLMBGAMT
KY	Louisville	Armory Place	LSVLKYAP EX
		Westport Rd	LSVLKYWE EX
		Beechmont	LSVLKYBE
		Bardstown Road	LSVLKYBR EX
		Fern Creeek	LSVLKYFC
		JTown	LSVLKYJT
		Mathews	LSVLKYSM
		Third Street	LSVLKYTS
LA	New Orleans	Main	NWORLAMA
	Baton Rouge	Main	BTRGLAMA
MS	Hattiesburg	Hattiesburg Main	HTBGMSMA
	Jackson	Cap Pearl	JCSNMSCP
	Vicksburg	Vicksburg	VCBGMSMA
NC	Cary	Central	NARYNCCE
	Chapel Hill	Rosemary	CPHLNCRO
	Charlotte	Caldwell	CHRLNCCA
		South Boulevard	CHRLNCBO

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

Unbundled Products and Services and New Services

Service: Poles, Ducts, Conduits and Rights of Way

State(s): All

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

May 29 1998

POLE ATTACHMENT LICENSE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 199__ by and between Bell South Telecommunications, Inc., a corporation organized and existing under the laws of the State of Georgia, having its principal office at 675 West Peachtree Street, Atlanta, Georgia (hereinafter referred to as the "Licensor") and TCG, a New York general partnership, having its principal office at _____ (hereinafter called the "Licensee").

WITNESSETH

WHEREAS, Licensee is a Telecommunications Carrier as defined in Article 1 herein, desiring to furnish communications services in the _____ Metropolitan area;

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

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

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

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

ARTICLE I
DEFINITIONS

A. Anchor Rod

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

B. : Pole Attachment

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

GWS Strand

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

D. Make-Ready Work

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

E. Field Survey Work or Survey Work

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

F. Other Licensee

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

G. Joint User

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

H. Suspension Strand

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

I. Identification Tags

Identifications tags are used to identify Licensee's plant.

J. Usable Space

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

K. Effective Date

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

L. Pole Attachment Rate

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

Article II
SCOPE OF AGREEMENT

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

Article III
FEES AND CHARGES

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

Article IV
ADVANCE PAYMENT

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

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

Article V
SPECIFICATIONS

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

Article VI
LEGAL REQUIREMENTS

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

Article VII
ISSUANCE OF LICENSES

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

Article VIII
POLE MAKE-READY WORK

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

Article IX
CONDUIT SYSTEM

- A When an application for Conduit Occupancy is submitted by the Licensee, a Preliminary Survey by the Licensor will be required to determine the availability of the Conduit System to accommodate Licensee's communications facilities. Licensor will advise the Licensee in writing of the estimated charges that will

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

B. License applications received by Licensor from two or more Licensees for occupancy of the same Conduit System will be processed by Licensor in accordance with procedures detailed in APPENDIX.

C. The Licensor retains the right, in its sole judgment, to determine the availability of space in a Conduit System. In the event the Licensor determines that rearrangement of the existing facilities in the Conduit System is required before the Licensee's Communications Facilities can be accommodated, Licensor will advise the Licensee in writing of the estimated Make-Ready charges that will apply for such rearrangement work. Licensee shall have ninety (90) days from the receipt of such written notification to make the required payment and provide its written authorization for completion of the required Make-Ready Work. Failure to respond within the specified period will result in cancellation of the application.

D. In performing all Make-Ready Work to accommodate Licensee's communications facilities, Licensor will endeavor to include such work in its normal work load schedule.

Article X CONSTRUCTION, MAINTENANCE AND REMOVAL OF POLE ATTACHMENT

A. Licensee shall, at its own expense, construct and maintain its attachments on Licensor's poles in a safe condition and in a manner reasonably acceptable to Licensor, so as not to conflict with the use of the Licensor's poles by Licensor or by other authorized users of Licensor's poles, nor electrically interfere with Licensor's facilities attached thereto.

B. Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by Licensee's attachments. Where multiple licensees' attachments are involved, Licensor will attempt to the extent practical, to designate the same relative position on each pole for Licensee's attachments.

Licensee shall obtain specific written authorization from Licensor, which shall not be unreasonably withheld or delayed, before relocating, materially altering or replacing its attachments or over-lashing its own cable on Licensor's poles.

- D. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto.
- E. Licensee, at its expense, will remove its attachments from any of Licensor's poles within thirty (30) days after termination of the license covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, Licensor shall have the right to remove such attachments at Licensee's expense and without any liability on the part of the Licensor for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of Licensor.

Article XI CONDUIT OCCUPANCY

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

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

E Licensee, at its expense, will remove its communications facilities from a conduit system within sixty (60) days after:

- 1) termination of the license covering such conduit occupancy; or
- 2) the date Licensee replaces its existing facilities in one duct with substitute facilities in another duct.

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

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

Article XII TERMINATION OF LICENSE

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

Article XIII INSPECTION OF POLE ATTACHMENTS

Licensor reserves the right to make reasonable periodic inspections of any part of Licensee's attachments, including guying, attached to Licensor's poles at Licensee's cost and with prior notice to Licensee as described herein.

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

Article XIV UNAUTHORIZED ATTACHMENTS

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

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

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

Article XV LIABILITY AND DAMAGES

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

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

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

Article XVI INSURANCE

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

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

Article XVII
AUTHORIZATION NOT EXCLUSIVE

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

Article XVIII
ASSIGNMENT OF RIGHTS

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

Article XIX
FAILURE TO ENFORCE

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

Article XX
TERMINATION OF AGREEMENT

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

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

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

**Article XXI
TERM OF AGREEMENT**

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

**Article XXII
CHOICE OF LAW**

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

**Article XXIII
ENTIRE AGREEMENT**

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

**Article XXIV
NOTICES**

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

To Licensee: TCG _____

Attn: _____

with a copy to: Teleport Communications Group Inc.
One Teleport Drive
Staten Island, New York 10311
Attn: General Counsel

To Licensor:
(Payments Only) _____

Attn: _____

To Licensor:
(All Others) _____

Attn: _____



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

LICENSEE

LICENSOR

By: _____

By: _____

Title: _____

Title: _____

1996
BellSouth Rental Rates for Poles & Conduit

	CATV		
	Poles	Conduit	
	Size	\$/Foot/Year	
Alabama	3.34	37	
Florida	4.10	15	
Georgia	4.20	58	
Kentucky 2-user	9.45	70"	
3-user	5.35		
Louisiana	5.90	11.00	Dense
		5.29	Other
Mississippi	4.94	2.50	
North Carolina	3.99	52	
South Carolina	3.29	47	
Tennessee	4.57	5.00	

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description: Provides the connection from the serving central office to a subscriber's premises. It is engineered to meet the same parameters as a residence or business exchange access line.

Information relative to multiplexing of the Unbundled Exchange Access Loop is described in Attachment C-18 following.

State(s):	Alabama			Florida			Georgia		
	Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges	
Rate Elements		First	Add'l		First	Add'l		First	Add'l
Unbundled Exchange Access Loop	\$25.00	\$140.00	\$45.00	\$17.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC	\$30.00	\$67.00	N/A	\$28.50	\$87.00	N/A	\$32.00	\$105.00	N/A
- Fixed	\$2.05	N/A	N/A	\$1.85	N/A	N/A	\$2.05	N/A	N/A
- 1 - 8 Miles	\$2.00	N/A	N/A	\$1.80	N/A	N/A	\$2.00	N/A	N/A
- 9 - 25 Miles	\$1.95	N/A	N/A	\$1.55	N/A	N/A	\$1.95	N/A	N/A
- Over 25 Miles									

State(s):	Kentucky			Louisiana			Mississippi		
	Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges	
Rate Elements		First	Add'l		First	Add'l		First	Add'l
Unbundled Exchange Access Loop	\$25.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC	\$30.00	\$93.00	N/A	\$30.00	\$100.00	N/A	\$30.00	\$98.00	N/A
- Fixed	\$2.05	N/A	N/A	\$2.05	N/A	N/A	\$2.05	N/A	N/A
- 1 - 8 Miles	\$2.00	N/A	N/A	\$2.00	N/A	N/A	\$2.00	N/A	N/A
- 9 - 25 Miles	\$1.95	N/A	N/A	\$1.95	N/A	N/A	\$1.95	N/A	N/A
- Over 25 Miles									

State(s):	N. Carolina			S. Carolina			Tennessee		
	Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges	
Rate Elements		First	Add'l		First	Add'l		First	Add'l
Unbundled Exchange Access Loop	\$30.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC	\$11.85	\$71.87	N/A	\$50.00	\$87.00	N/A	\$30.00	\$98.00	N/A
- Fixed	\$2.15	N/A	N/A	\$2.05	N/A	N/A	\$2.05	N/A	N/A
- 1 - 8 Miles	\$2.15	N/A	N/A	\$2.00	N/A	N/A	\$2.00	N/A	N/A
- 9 - 25 Miles	\$2.15	N/A	N/A	\$1.95	N/A	N/A	\$1.95	N/A	N/A
- Over 25 Miles									

Attachment C-16

Unbundled Products and Services and New Services

Service: Channelization System for Unbundled Exchange Access Loops

Description:

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

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

State(s)	Alabama			Florida			Georgia		
	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$575.00	\$525.00	N/A	\$555.00	\$490.00	N/A	\$555.00	\$490.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.70	\$8.00	\$8.00	\$1.70	\$7.00	\$7.00	\$1.70	\$7.00	\$7.00

State(s)	Kentucky			Louisiana			Mississippi		
	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$540.00	\$495.00	N/A	\$530.00	\$510.00	N/A	\$560.00	\$450.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.60	\$8.00	\$8.00	\$1.60	\$8.00	\$8.00	\$1.70	\$6.00	\$8.00

State(s)	N. Carolina			S. Carolina			Tennessee		
	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$545.00	\$475.00	N/A	\$520.00	\$480.00	N/A	\$530.00	\$520.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.55	\$7.00	\$7.00	\$1.60	\$8.00	\$8.00	\$1.60	\$8.00	\$8.00

AGREEMENT

This Agreement, which shall become effective as of the 1st day of November, 1998 upon the expiration of that certain Agreement dated November 12, 1996, as amended (the "Existing Agreement"), between BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth"), and US LEC of North Carolina L.L.C., a North Carolina limited liability company ("US LEC-NC"), is entered into on June 26, 1998 by and among US LEC-NC, US LEC of Tennessee Inc., a Delaware corporation ("US LEC-TN"), US LEC of South Carolina Inc., a Delaware corporation ("US LEC-SC"), US LEC of Georgia Inc., a Delaware corporation ("US LEC-GA"), US LEC of Florida Inc., a North Carolina corporation ("US LEC-FL") (US LEC-NC, US LEC-TN, US LEC-SC, US LEC-GA and US LEC-FL are referred to herein, collectively as "US LEC") and BellSouth, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, each on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1997; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement; and

WHEREAS, BellSouth and US LEC have not been able to reach agreement on the terms of the renewal of the Existing Agreement; and

WHEREAS, US LEC has requested that BellSouth make available the interconnection agreement executed between BellSouth and ALEC, Inc. dated June 15, 1997 (the "Interconnection Agreement") for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, US LEC and BellSouth hereby agree as follows:

1. US LEC and BellSouth shall adopt the Interconnection Agreement in its entirety, along with any and all amendments to the Interconnection Agreement executed and approved by the appropriate state regulatory commission on or prior to the date of the execution of this Agreement. BellSouth represents that a true and complete copy of the Interconnection Agreement together with any amendments thereto (if any) is attached hereto as Exhibit 1. BellSouth further represents that the Interconnection Agreement in the form attached hereto as Exhibit 1 has been approved by the appropriate state regulatory body in each of the states identified above.

2. For the purposes of determining the expiration date pursuant to section III of the Interconnection Agreement, section III(A) shall remain unchanged; accordingly, the expiration date shall be June 15, 1999. For purposes of clarity, the Existing Agreement shall remain in full force and effect until November 1, 1998 and the adoption of this Interconnection Agreement

shall take effect beginning immediately after the expiration of the Existing Agreement on November 1, 1998 and shall continue until June 15, 1999

3. At least 30 days after execution, BellSouth shall provide and make available to US LEC a copy of all amendments to the Interconnection Agreement which are executed by BellSouth and ALEC, Inc. after the effective date of this Agreement. US LEC-NC shall notify BellSouth of acceptance or rejection of such amendment on behalf of any or all US LEC entities within 30 days of receipt of said amendment. Unless US LEC-NC so notifies BellSouth, any such amendments shall not be binding on any US LEC entity.

4. Notwithstanding the notice provisions of the Interconnection Agreement, all notices required to be given or which may be given under this Agreement or the Interconnection Agreement shall be in writing, and shall be deemed to have been duly given (a) when personally delivered, provided evidence of delivery is obtained, (b) two (2) business days after the day on which the same has been delivered prepaid to a national courier service providing evidence of delivery, or (c) three (3) business days after the deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, and addressed to the party to whom such notice is being given as follows:

BellSouth Telecommunications, Inc.

CLEC Account Team
19th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

US LEC (or any US LEC entity)
Until July 20, 1998:
212 South Tryon Street, Suite 1540
Charlotte, North Carolina 28281
Attn: Executive Vice President --
Regulatory & Administration

After July 20, 1998:
US LEC Corp.
US LEC of North Carolina Inc.
Transamerica Square
401 N. Tryon Street, Suite 1000
Charlotte, NC 28202
Attn: Executive Vice President --
Regulatory & Administration

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

5 BellSouth acknowledges that that US LEC-NC may be reorganized as a corporation by merging with a corporation organized under Delaware or North Carolina law, and hereby agrees that any such merger shall not effect the Interconnection Agreement or this Agreement so long as the surviving entity shall be controlled by US LEC Corp. US LEC-NC shall notify BellSouth promptly following any such merger of the name of the successor entity and its state of incorporation.

6 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

7 This Agreement contains the final, complete and exclusive statement of the agreements between the parties relating to the adoption of the Interconnection Agreement contemplated by this Agreement, and all prior and contemporaneous written or oral agreements relating to the adoption of the Interconnection Agreement are merged herein and superseded.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives as of June 26, 1998.

BellSouth Telecommunications, Inc.

By: *Jerry Hendrix*
Name: Jerry Hendrix
Title: Director

US LEC of North Carolina L.L.C.
US LEC of Tennessee Inc.
US LEC of South Carolina Inc.
US LEC of Georgia Inc.
US LEC of Florida Inc.

By: *Gary D. Grefrath*
Name: Gary D. Grefrath
Title: Executive Vice President -
Regulatory and Administration

AGREEMENT

ORIGINAL

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc. ("BellSouth") a Georgia corporation, and ALEC, Inc., a Kentucky corporation and shall be deemed effective as of June 15, 1997. This agreement may refer to either BellSouth or ALEC, Inc. or both as a "party" or "parties."

WITNESSETH

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

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

WHEREAS, the parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996; and

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and ALEC, Inc. agree as follows:

I. Definitions

A. Affiliate is defined as 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) of more than 10 percent.

B. Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

C. Intermediary function is defined as the delivery of local traffic from a local exchange carrier other than BellSouth; an ALEC other than ALEC, Inc.; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or ALEC, Inc. to an end user of BellSouth or ALEC, Inc..

D. **Local Traffic** is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

E. **Local Interconnection** is defined as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or 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.

F. **Percent of Interstate Usage (PIU)** is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating party pays services.

G. **Percent Local Usage (PLU)** is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating party pays minutes of use.

H. **Telecommunications Act of 1996 ("Act")** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

I. **Multiple Exchange Carrier Access Billing ("MECAB")** means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by BellCore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

II. Purpose

The parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each parties' obligations under sections 251, 252 and 271 of the Act. The access and interconnection obligations contained herein enable ALEC, Inc. to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The parties agree that ALEC, Inc. will not be considered to have any state within BellSouth's region until such time as it has ordered interconnection facilities for the purposes of providing business and/or residential local exchange service to customers. At that time, this Agreement may be amended to include the other state or states. The term of this Agreement shall remain as set forth in Section III(A) even for any such additional states. To the extent the items in 47 U.S.C. § 271(c)(2)(B) are contained within this Agreement, the parties agree that with the execution of this Agreement, BellSouth has met the requirements of 47 U.S.C. § 271(c)(2)(B).

III. Term of the Agreement

A. The term of this Agreement shall be two years, beginning June 15, 1997.

B. The parties agree that by no later than June 15, 1998, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning June 15, 1999.

C. If, within 135 days of commencing the negotiation referred to in Section II (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the 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 March 15, 1997. The parties further agree that in the event the Commission does not issue its order prior to June 15, 1999 or if the parties continue beyond June 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 June 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.

IV. Local Interconnection (47 U.S.C. §251(c)(2), §252(d)(1),(2), §271(c)(2)(B)(i))

A. The parties intend that the interconnection of their equipment, facilities and networks pursuant to this section complies with the requirements of sections 251, 252 and 271 of the Act.

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

C. Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein. The charges for local interconnection are to be billed monthly and payable quarterly after appropriate adjustments pursuant to this Agreement are made.

D. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as actual usage data is available or at the expiration of the first year after the execution of this Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.

E. The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7) services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference.

F. The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area. ALEC, Inc. desires to serve for interconnection to those end offices that subtend the access tandem. In addition, ALEC, Inc. may elect to interconnect directly at the end offices for interconnection to end users served by that end office. BellSouth will connect at each end office or tandem inside the local calling area. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7")-connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and

disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate access tariff, as amended from time to time will apply.

G. The parties agree to establish trunk groups from the interconnecting facilities of subsection (E) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.

H. Whenever BellSouth delivers traffic to ALEC, Inc. for termination on ALEC, Inc.'s network, if BellSouth cannot determine, because of the manner in which ALEC, Inc. has utilized its NXX codes, whether the traffic is local or toll BellSouth will not compensate ALEC, Inc. pursuant to this section but will, instead, charge ALEC, Inc. originating intrastate network access service charges as reflected in BellSouth's intrastate Access Service Tariff. Notwithstanding the foregoing, BellSouth will make the appropriate billing adjustments if ALEC, Inc. can provide sufficient information for BellSouth to make a determination as to whether said traffic was local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that ALEC, Inc. cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to the parties.

I. If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) an ALEC other than ALEC, Inc.; (2) a local exchange telecommunications company other than BellSouth ("ICO"); or (3) another telecommunications company such as a wireless telecommunications service provider, the party performing the intermediary function will bill a \$.002 per minute charge over and above the local interconnection rates set out in this section. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to subsection (K) of this section.

J. When the parties provides an access service connection between an interexchange carrier ("IXC") and each other, each party will provide their own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the intermediary tandem function.

K. The parties agree to adopt MECAB as the terms and conditions for meet point billing for all traffic to which MECAB applies, including traffic terminating to ported numbers, and to employ 30 day billing periods for said arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all

subsequent billing companies within 10 days of rendering the initial bill to the IXC. The parties agree that there will be technical, administrative, and implementation issues associated with achieving the intent of this subsection. As such, the parties further agree to work cooperatively toward achieving the intent of this provision within nine months of the effective date of this Agreement.

L. The ordering and provision of all services purchased from BellSouth by ALEC, Inc. shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

V. IntraLATA and InterLATA Toll Traffic Interconnection

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

B. For originating and terminating intrastate toll traffic, each party shall pay the other BellSouth's intrastate switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services Tariff as that Tariff is amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call.

If ALEC, Inc. is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses ALEC, Inc. as an interexchange carrier on a 10XXX basis, BellSouth will charge ALEC, Inc. the appropriate tariff charges for originating network access services. If BellSouth is serving as the ALEC, Inc. end user's presubscribed interexchange carrier or if the ALEC, Inc. end user uses BellSouth as an interexchange carrier on a 10XXX basis, ALEC, Inc. will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

C. The parties agree that to the extent ALEC, Inc. provides intraLATA toll service to its customers or for connection to Interexchange Carriers, interconnection to BellSouth access tandems that serve end offices outside the local calling area is required.

D. BellSouth agrees to compensate ALEC, Inc., pursuant to ALEC, Inc.'s published originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to BellSouth.

E. ALEC, Inc. will provide to BellSouth the appropriate records necessary for BellSouth to bill BellSouth's intraLATA 800 customers. The records provided by ALEC, Inc. will be in a standard EMR format for a fee, paid by BellSouth to ALEC, Inc., of \$0.013 per record.

F. If ALEC, Inc. 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 ALEC, Inc.. BellSouth agrees to provide ALEC, Inc. the appropriate records for ALEC, Inc. to bill its 800 customers. The records provided will be in standard EMR format for a fee, to be paid by ALEC, Inc. to BellSouth, of \$0.013 per record.

G. If during the term of this Agreement, BellSouth is permitted to provide interLATA 800 services, BellSouth will compensate ALEC, Inc. for the origination of such traffic pursuant to subsection A, above. ALEC, Inc. shall provide the appropriate records for billing pursuant to subsection B, above.

H. Should ALEC, Inc. 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. ALEC, Inc. shall utilize SS7 Signaling links, ports and usage as set forth in Attachment C-7, incorporated herein by this reference. ALEC, Inc. will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SSP equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said service shall be as set forth in BellSouth's Intra-Access Services Tariff as said tariff is amended from time to time during the term of this Agreement.

VI. Service Provider Number Portability (47 U.S.C. §251(b)(2) and §271(c)(2)(B)(xi))

A. The parties intend that the number portability provided pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

B. Service Provider Number Portability (SPNP) is an interim service arrangement provided by each party to the other whereby an end user, who switches subscription of his local exchange service from BellSouth to ALEC, Inc., or vice versa, is permitted to retain use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number. SPNP services are available in two arrangements, SPNP-Remote and SPNP-DID.

C. SPNP services and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices. SS7 Signaling is required for the provision of SPNP services. SPNP is available from either party on either a per DS0, DS1 or DS3 basis. Where SPNP-DID is provided on a DS1 or a DS3 basis, applicable channelization rates as specified in Section E6.8.1.H of the BellSouth intrastate Switched Access tariff, as said tariff is amended from time to time during the term of this Agreement, will apply. SPNP is available only for basic local exchange service.

D. SPNP is available only where ALEC, Inc. or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular ALEC, Inc. assigned telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or ALEC, Inc. initiated activity (e.g. a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

E. SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by ALEC, Inc. or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the SPNP-Remote end user. SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis and are in addition to the rate for SPNP-Remote service.

F. SPNP-DID service provides trunk side access to end office switches for direct inward dialing to other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination, provided with SS7 Signaling only, charge applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in Section E6 of BellSouth's intrastate Access Services tariff, as said Tariff is amended from time to time during the term of this Agreement. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of 2 channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged

for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number group, however there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the party's terminal location are as set forth in E6.1.3.A. of BellSouth's intrastate Access Services tariff, as amended from time to time during the term of this Agreement.

G. SPNP services will be provided at the charges contained in Attachment B-3 for SPNP-RCF and Attachment B-4 for SPNP-DID. Both Attachments are incorporated herein by this reference.

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

I. Each party is responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other party or any of its end

users. In the event that either party determines in its sole judgment that the other party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that party may either refuse to provide SPNP service or terminate SPNP to the other party.

J. 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.

K. 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.

L. Neither party is responsible for adverse effects on any service, facility or equipment for the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics can not be specified by either party for such calls. Neither party is responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other party obsolete or renders necessary modification of the other party's equipment.

M. For that terminating IXC traffic ported to ALEC, Inc. which requires use of BellSouth tandem switching, BellSouth will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and ALEC, Inc. will bill the IXC local switching, the carrier common line and a portion of the transport. If BellSouth is unable to provide the necessary access records to permit ALEC, Inc. to bill the IXCs directly for terminating access to ported numbers, then the parties agree to work cooperatively to develop a surrogate method to approximate the access minutes, and a settlement process with BellSouth to recover those access revenues due it as a co-provider of access services to IXCs. During the interim, while the surrogate is being developed, BellSouth will bill the IXC full terminating switched access charges, keep the interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to ALEC, Inc.. If a BellSouth toll intraLATA call is delivered to ALEC, Inc., BellSouth will pay terminating access rates. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

N. If ALEC, Inc. has direct connections to the IXCs for the termination of all interLATA traffic and it is only through the use of SPNP services that the BellSouth tandem is being utilized and BellSouth receives network access service revenues from

the terminating IXC, ALEC, Inc. will bill BellSouth the network access charges for the terminating facilities used for that interLATA traffic. This circumstance may also arise where an intraLATA toll call from a BellSouth customer is sent to a BellSouth number that is, in turn, forwarded through the use of SPNP services to ALEC, Inc.'s customer. If so, ALEC, Inc. will bill BellSouth the network access charges for the terminating facilities used for that intraLATA toll traffic.

O. If during the term of this Agreement, the Federal Communications Commission issues regulations pursuant to 47 U.S.C. §251 to require number portability different than that provided pursuant to this subsection, the parties agree to fully comply with those regulations.

VII. Provision of Unbundled Elements (47 U.S.C. §251(c)(3), § 252(d) and §271(x)(2)(B)(ii))

A. The parties intend that BellSouth's offer of unbundled network elements to ALEC, Inc. pursuant to this section shall comply with the requirements of sections 251, 252 and 271 of the Act.

B. BellSouth will offer an unbundled local loop to ALEC, Inc. at the rates as set forth in Attachment C-15, incorporated herein by this reference. Special construction charges, if applicable, will be as set forth in BellSouth's Intrastate Special Access Tariff as said tariff is amended from time to time during the term of this Agreement. BellSouth will also offer, as a new service loop concentration as set forth in Attachment C-16, incorporated herein by this reference. The parties agree that loop concentration service is not an unbundled element.

C. BellSouth will offer to ALEC, Inc. unbundled loop channelization system service which provides the multiplexing function to convert 96 voice grade loops to DS1 level for connection with ALEC, Inc.'s point of interface. Rates are as set forth in Attachment C-16, incorporated herein by this reference.

D. BellSouth will offer to ALEC, Inc. unbundled local transport from the trunk side of its switch at the rates as set forth in Attachment B-1, incorporated herein by this reference.

E. BellSouth will offer to ALEC, Inc. unbundled local switching at the rates as set forth in Attachment C-17, incorporated herein by this reference, for the unbundled exchange service port.

F. The parties agree that BellSouth may provide, upon ALEC, Inc. request, any other network element on an unbundled basis at any technically feasible point on its network pursuant to the requirements of section 251 of the Act.

VIII. Access To Poles, Ducts, Conduits, and Rights of Way (47 U.S.C. §

251(b)(4) and §271(c)(2)(B)(iii))

A. BellSouth agrees to provide to ALEC, Inc., pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth, pursuant to terms and conditions that are subsequently negotiated.

IX. Access to 911/E911 Emergency Network (47 U.S.C. §271(c)(2)(B)(vii)(I))

A. The parties intend for the provision of access to BellSouth's 911/E911 Emergency network by ALEC, Inc. pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

B. For basic 911 service, BellSouth will provide to ALEC, Inc. a list consisting of each municipality in each state that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. ALEC, Inc. 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. ALEC, Inc. will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, ALEC, Inc. shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection (B), below.

C. For E911 service, ALEC, Inc. shall install a minimum of two dedicated trunks originating from ALEC, Inc.'s serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. ALEC, Inc. will provide BellSouth daily updates to the E911 database.

D. If a municipality has converted to E911 service, ALEC, Inc. will forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, ALEC, Inc. 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.

E. BellSouth and ALEC, Inc. agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it

is amended from time to time during the term of this Agreement by BellSouth, shall determine the appropriate procedures and practices of the parties as to the provision of 911/E911 Access.

F. The applicable rate elements are as set forth in Attachment C-3, incorporated herein by this reference.

X. Provision of Operator Services (47 U.S.C. §271(c)(2)(B)(vii)(II)&(III))

A. The parties intend for the provision of access to BellSouth's operator services by ALEC, Inc. pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

B. The parties agree to mutually provide busy line verification and emergency interrupt services pursuant to each party's published Tariffs as the Tariffs are amended from time to time during the term of this Agreement.

C. BellSouth will offer to ALEC, Inc. Operator Call Processing Access Service; and Directory Assistance Access Services (Number Services). Rates, terms and conditions are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.

D. BellSouth will offer to ALEC, Inc. CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachments C-11 and C-12, incorporated herein by this reference.

XI. Directory Listings (47 U.S.C. §271(c)(2)(B)(viii))

A. The parties intend for the provision of white pages directory listings to ALEC, Inc. pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

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

C. BellSouth will include ALEC, Inc. subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge ALEC, Inc. to maintain the Directory Assistance database. The parties agree to cooperate with each other in

formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

D. BellSouth will provide ALEC, Inc. a magnetic tape or computer disk containing the proper format for submitting subscriber listings. ALEC, Inc. will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

E. BellSouth and BAPCO will accord ALEC, Inc.'s directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to ALEC, Inc.'s customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

F. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

XII. Access to Telephone Numbers (47 U.S.C. §271(c)(2)(B)(ix))

A. The parties intend for the provision of access to telephone numbers for ALEC, Inc. pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

B. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that ALEC, Inc. has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the BellCore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. ALEC, Inc. agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.

C. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

XIII. Access to Signaling and Signaling Databases (47 U.S.C. §271(c)(2)(E)(x))

A. The parties intend for the provision of access to signaling and signaling databases for ALEC, Inc. pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

B. BellSouth will offer to ALEC, Inc. use of its signaling network and signaling databases on an unbundled basis at published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

C. BellSouth agrees to input the NXXs assigned to ALEC, Inc. into the Local Exchange Routing Guide ("LERG").

D. BellSouth will enter ALEC, Inc. line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in Attachment C-5, incorporated herein by this reference. Entry of line information into LIDB will enable ALEC, Inc.'s end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.

E. If ALEC, Inc. utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

XIV. BellSouth's Offer of Services Available for Resale (47 U.S.C. § 251(c)(4), § 251(d)(3) & § 271(c)(2)(B)(xiv))

A. The parties intend for the provisions contained in this section regarding BellSouth's telecommunications services available for resale to comply with the requirements of sections 251, 252, and 271 of the Act.

B. The rates pursuant by which ALEC, Inc. is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Attachment D, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

C. ALEC, Inc. may resell the tariffed local exchange and toll telecommunications services of BellSouth subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; and legislatively or administratively mandated specialized discounts (e.g. education institutions discount).

D. The provision of services by BellSouth to ALEC, Inc. does not constitute a joint undertaking for the furnishing of any service.

E. ALEC, Inc. will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from ALEC, Inc. for all services.

F. ALEC, Inc. will be BellSouth's single point of contact for all services purchased pursuant to this Agreement including all ordering activities and repair calls. For all repair requests, ALEC, Inc. accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth. BellSouth may bill ALEC, Inc. for handling troubles that are found not to be in the BellSouth network. The parties agree that BellSouth may contact ALEC, Inc.'s customers, if in its sole discretion it deems necessary for maintenance purposes. BellSouth shall have no other contact with the end user except to the extent provided for herein.

G. BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any end user within the service area of ALEC, Inc. and ALEC agrees not to interfere with the right of any end user to obtain service directly from BellSouth.

~~BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of~~ ALEC, Inc..

H. In most circumstances, the current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the BellSouth account for which payment arrangements have not been made. BellSouth will not, however, make the end user's previous telephone number available to ALEC, Inc. until the end user's outstanding balance has been paid. Denied service means that the service of an end user provided by a local exchange telecommunications company, including BellSouth has been temporarily suspended for nonpayment and subject to complete disconnection.

I. BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to ALEC, Inc. for a charge not less than BellSouth's cost.

J. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not

1. Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
2. Cause damage to their plant;

3. Impair the privacy of any communications; or
4. Create hazards to any employees or the public.

ALEC, Inc. assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by ALEC, Inc..

K. ALEC, Inc. 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 ALEC, Inc. is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, ALEC, Inc. shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by ALEC, Inc. are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.
3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in BellSouth's A23 or A27 Shared Tenant Service Tariff, as appropriate.
4. ALEC, Inc. is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2.3.2.A. of BellSouth's Tariff, except for backup service as indicated in the applicable state tariff, Section A3.

5. Resold services can only be used in the same manner as specified in BellSouth's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of BellSouth's Tariff referring to Shared Tenant Service.

L. 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.

M. Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth. ALEC, Inc. or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

N. BellSouth will not perform billing and collection services for ALEC, Inc. as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

O. Until such time as BellSouth receives permission from the FCC to bill the End User Common Line (EUCL) charge to ALEC, Inc., BellSouth will, on an interim basis, bill ALEC, Inc. the charges shown below which are identical to the EUCL rates billed by BST to its end users.

	Monthly Rate
1. Residential (a) Each Individual Line or Trunk	\$3.50
2. Single Line Business (b) Each Individual Line or Trunk	\$3.50
3. Multi-line Business (c) Each Individual Line or Trunk	\$6.00

P. The procedures for discontinuing end user service purchased by ALEC, Inc. for resale to an end user are as follows:

1. Where possible, BellSouth will deny service to ALEC, Inc.'s end user on behalf of, and at the request of, ALEC, Inc.. Upon restoration of the end user's service, restoration charges will apply and will be the responsibility of ALEC, Inc.
2. At the request of ALEC, Inc., BellSouth will disconnect a ALEC, Inc. end user customer.
3. All requests by ALEC, Inc. for denial or disconnection of an end user for nonpayment must be in writing.
4. ALEC, Inc. will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise ALEC, Inc. when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by ALEC, Inc. and/or the end user against any claim, loss or damage arising from providing this information to ALEC, Inc.. It is the responsibility of ALEC, Inc. to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

Q. The procedures for discontinuing service to ALEC, Inc. are as follows:

1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by ALEC, Inc. of the rules and regulations of BellSouth's Tariffs.
2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to ALEC, Inc., that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice, and ALEC, Inc.'s noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

3. If payment of the account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
4. If ALEC, Inc. fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, BellSouth may, on thirty days written notice to the person designated by ALEC, Inc. to receive notices of noncompliance, discontinue the provision of existing services to ALEC, Inc. at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice, and ALEC, Inc.'s noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to ALEC, Inc. without further notice.
5. If payment is not received or arrangements made for payment by the date given in the written notification, ~~ALEC, Inc.'s services will be discontinued.~~ Upon discontinuance of service on a ALEC, Inc.'s account, service to ALEC, Inc.'s end users will be denied. BellSouth will also reestablish service at the request of the end user or ALEC, Inc. upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.
6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

R. BellSouth may require ALEC, Inc. to make a deposit when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves ALEC, Inc. from the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that ALEC, Inc. defaults on its account, service to ALEC, Inc. will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to ALEC, Inc. during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to ALEC, Inc. by the accrual date.

S. ALEC, Inc. is strictly prohibited from any use of, including but not limited to sales, marketing or advertising, any BellSouth name or trademark.

XV. Ordering of Services From BellSouth For Resale Purposes

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

B. When the initial service is ordered by ALEC, Inc., BellSouth will establish an accounts receivable master account for ALEC, Inc..

C. BellSouth shall bill ALEC, Inc. on a current basis all applicable charges and credits, including any service order charges.

D. Payment of all charges will be the responsibility of ALEC, Inc.. ALEC, Inc. shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by ALEC, Inc. from ALEC, Inc.'s customer. BellSouth will not become involved in billing disputes that may arise between ALEC, Inc. and its customer. Payments made to BellSouth as payment on account will be credited to an ~~accounts receivable master account and not to an end user's account.~~

E. BellSouth will render bills each month on established bill days for each of ALEC, Inc.'s accounts.

F. BellSouth will bill ALEC, Inc. in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual end user account level.

G. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available U.S. funds. Payment is considered to have been made when received by BellSouth.

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

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

I. As the customer of record, ALEC, Inc. will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

J. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff and/or Section B2 of the Private Line Service Tariff.

K. Any Carrier Common Line charges (CCL) associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.

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

M. ALEC, Inc. is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by BellSouth within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon ALEC, Inc..

XVI. Network Design and Management (47 U.S.C. § 251(c)(5))

A. The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services

using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

D. BellSouth does not intend to charge rearrangement, reconfiguration, disconnection, or other non-recurring fees that may be associated with the initial reconfiguration ALEC, Inc.'s interconnection arrangement. However, ALEC, Inc.'s interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, BellSouth does intend to charge ALEC, Inc. non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased by ALEC, Inc..

E. The parties agree to provide LEC-to-LEC Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for repeat dialing. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

F. For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization as required by Section V of this Agreement. New trunk groups will be implemented as state by engineering requirements for both parties.

G. The parties agree to provide each other with the proper call information, i.e. originated call party number and destination call party number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

XVII. Disconnection of Existing End User Service

A. BellSouth will accept requests from ALEC, Inc. to disconnect the service of an existing BellSouth end user. BellSouth will accept a request directly from an end user for conversion of the end user's service from ALEC, Inc. to BellSouth or will accept a request from another ALEC or ALEC, Inc. for conversion of the Service Provider

Number Portability service associated with an end user's service from ALEC, Inc. to the second ALEC or Reseller. BellSouth will notify ALEC, Inc. that such a request has been processed. BellSouth will not require end user confirmation prior to disconnecting the end user's service. ALEC, Inc. must, however, provide proof of authorization upon request.

B. If BellSouth determines that an unauthorized change in local service provider has occurred, BellSouth will reestablish service with the appropriate local service provider as requested by the end user and will assess ALEC, Inc. an Unauthorized Change Charge of \$19.41 per line or trunk for Residence or Business and \$34.19 for each Public or Semi-Public Line. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to ALEC, Inc. because of the unauthorized change. These charges may be adjusted if ALEC, Inc. provides satisfactory proof of authorization.

C. BellSouth may designate BellSouth as the preferred provider of local exchange service for its own pay telephones.

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.

XIX. Auditing Procedures

A. Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

B. For combined interstate and intrastate ALEC, Inc. traffic terminated by BellSouth over the same facilities, ALEC, Inc. shall provide a projected Percentage Interstate Usage ("PIU") as defined herein to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply to ALEC, Inc.. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

C. BellSouth reserves the right to periodically audit services purchased by ALEC, Inc. for the purposes of resale to confirm that such services are being utilized in conformity with this Agreement. ALEC, Inc. agrees to make any and all records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Agreement, ALEC, Inc. shall be notified and billing for the service will be immediately changed to conform with this Agreement. Service charges, back billing and interest may be applied.

XX. Liability and Indemnification

A. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by ALEC, Inc., an ALEC, Inc. 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 XX, 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 ALEC, Inc., any ALEC, Inc. customer, or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth shall not be subject to such limitation of liability.

B. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, a BellSouth customer or by any other person or entity, for damages associated with any of the services provided by ALEC, Inc. 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 XX, ALEC, Inc.'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 ALEC, Inc. shall not be subject to such limitation of liability.

C. 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.

D. Neither party shall be liable for damages to the other party's terminal location, POI or 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 damages is caused by such party's gross negligence or willful misconduct.

E. Notwithstanding subsection A. and B., 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 infringement of copyright arising from 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/E911, 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.

F. BellSouth assumes no liability for the accuracy of the data provided to it by ALEC, Inc. and ALEC, Inc. agrees to indemnify and hold harmless BellSouth for any claim, action, cause of action, damage, injury whatsoever, that may result from the supply of data from ALEC, Inc. to BellSouth in conjunction with the provision of any service provided pursuant to this Agreement.

G. Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Notwithstanding subsection A. and B., 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 other party's customer's use of services so provided.

H. No license under patents (other than the limited license to use) 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.

I. 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 IX, 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.

J. A party's failure to provide or maintain services offered pursuant to this Agreement shall be excused to the extent such failure is the result of labor difficulties, governmental orders, civil commotion, criminal actions taken against such party, acts of God and other circumstances beyond such party's reasonable control.

XXI. More 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 XXI.F, BellSouth shall be deemed thereby to have offered such arrangements to ALEC, Inc. for that state upon such Other Terms, which ALEC, Inc. may accept as provided in Section XXI.E. In the event that ALEC, Inc. 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 ALEC, Inc. 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 ALEC, Inc. as of the effective date of such Other Interconnection Agreement. ~~In the event that ALEC, Inc. 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 ALEC, Inc. as of the date on which ALEC, Inc. 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 XXI.F, BellSouth shall be deemed to have offered such arrangements in that state to ALEC, Inc. upon such Other Terms, which ALEC, Inc. may accept as provided in Section XXI.E. In the event that ALEC, Inc. 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 ALEC, Inc. as of the effective date of such Interconnection Order. In the event that ALEC, Inc. 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 ALEC, Inc. as of the date on which ALEC, Inc. accepts such offer.

D. In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate or interstate tariffs (each, an "Interconnection Tariff") offering to provide in a particular state covered under this Agreement any of the arrangements covered by this Agreement to be provided in a particular state upon Other Terms, then upon such Interconnection Tariff becoming effective, except as provided in Section XXI.F, BellSouth shall be deemed thereby to have offered such arrangements in that state to ALEC, Inc. upon such Other Terms, which ALEC, Inc. may accept as provided in Section XXI.E. In the event that ALEC, Inc. 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 ALEC, Inc. as of the effective date of such Interconnection Tariff. In the event that ALEC, Inc. 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 ALEC, Inc. as of the date on which ALEC, Inc. accepts such offer.

E. In the event that BellSouth is deemed to have offered ALEC, Inc. the arrangements covered by this Agreement upon Other Terms, ALEC, Inc. 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 bone fide requests,
 - d. access to poles, ducts, conduits and rights-of-way,
 - e. access to 911/E911 emergency network,
 - f. collocation, or
 - g. access to telephone numbers.

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

F. Corrective Payment. In the event that –

1. BellSouth and ALEC, Inc. revise this Agreement pursuant to Section XXI.A, or
2. ALEC, Inc. accepts a deemed offer of Other Terms pursuant to Section XXI.E, then BellSouth or ALEC, Inc., 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 ALEC, Inc. accepts such Other Terms, plus simple interest at a rate equal to the thirty (30) day commercial paper rate for high-grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in *The Wall Street Journal*.

XXII. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as

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

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 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.

XXIII. Taxes and Fees

A. Definition

1. For the purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor.

B. Taxes and Fees Imposed Directly on Either Seller or Purchaser

1. Taxes and fees imposed on the providing party, which are not permitted or required to be passed on by the providing party to its customers, shall be borne and paid by the providing party.

2. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

C. Taxes and Fees Imposed on Purchaser but Collected and Remitted by Seller

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.

2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable or any such tax or fee that was not billed by the providing party, the purchasing party may contest the same in good faith, at its own expense. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, ~~all rulings issued in connection therewith, and all correspondence between the purchasing party and the taxing authority.~~

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority, such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event

later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

D. Taxes and Fees Imposed on Seller but Passed on to Purchaser

1. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.

2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party disagrees with the providing party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. Mutual Cooperation

1. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

XXIV. Resolution of Disputes

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

XXV. Limitation of Use

The parties agree that this Agreement shall not be offered 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.

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, without regard to its conflict of laws principles.

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.

XXIV. Notices

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

BellSouth Telecommunications, Inc.
ALEC Account Team
3535 Colonnade Parkway
Birmingham, Alabama

ALEC, Inc.
Jay Campbell
1158 Jefferson St.
Paducah, KY 42001

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

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

XXVIII. 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.

BellSouth Telecommunications, Inc.

Signature

Director

Title

ALEC, Inc.

Signature

PRESIDENT

Title

5/1/97
Date

4.28.1497
Date

...

ATTACHMENT A

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ATTACHMENT "D"

APPLICABLE DISCOUNTS

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

<u>STATE</u>	<u>RESIDENCE</u>	<u>DISCOUNT</u>	<u>BUSINESS</u>
ALABAMA	10%		10%
FLORIDA	18%		12%
GEORGIA	20.3%		17.3%
KENTUCKY	10%		8%
LOUISIANA*	20.72%		20.72%
MISSISSIPPI	9%		8%
NORTH CAROLINA	12%		9%
SOUTH CAROLINA	10%		9%
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.

Attachment B-1
Local Interconnection Service

Service: Local Interconnection*

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

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

It is furnished on a per-minute basis. Trunks are differentiated by traffic type and directionality. There are two major traffic types: (1) Local and (2) Intermediary. Local represents traffic from the ALEC's POI to a BellSouth tandem or end office and Intermediary represents traffic originated or terminated by an ALEC which is interconnected with an IC, ICO, MSP or another ALEC.

Rates and charges will be applied as indicated below.

RATE ELEMENTS	Atlanta				Florida			
	Per MOU	Applied Per	Monthly Rec'd	Applied Per	Per MOU	Applied Per	Monthly Rec'd	Applied Per
DS1 Local Channel	-	-	\$133.81 LC	1888.97 LC - First	-	-	\$133.81 LC	1888.97 LC - First
				\$488.83 LC - Add'l				\$488.83 LC - Add'l
DS1 Dedicated Transport	-	-	\$23.50 per min	-	-	-	\$18.75 per min	-
			\$80.00 fac term	\$100.48 fac term			\$58.75 fac term	\$100.48 fac term
DS1 Common Transport	\$0.00004 per min	-	-	-	\$0.00004 per min	-	-	-
	\$0.00038 fac term	-	-	-	\$0.00038 fac term	-	-	-
Local Switching LS2 (FGD)	\$0.00735 access min	-	-	-	\$0.00878 access min	-	-	-
Tandem Switching	\$0.00074 access min	-	-	-	\$0.00080 access min	-	-	-
Information Surcharge	\$0.03218 / 100 min	-	-	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access min	-	-	-	\$0.002 access min	-	-	-
Composite Rate-DS1 Dedicated	\$0.00878	-	-	-	\$0.01078	-	-	-
Composite Rate-DS1 Tandem Sw	\$0.00881	-	-	-	\$0.01081	-	-	-

RATE ELEMENTS	Georgia				Kentucky			
	Per MOU	Applied Per	Monthly Rec'd	Applied Per	Per MOU	Applied Per	Monthly Rec'd	Applied Per
DS1 Local Channel	-	-	\$133.81 LC	1888.97 LC - First	-	-	\$133.81 LC	1888.97 LC - First
				\$488.83 LC - Add'l				\$488.83 LC - Add'l
DS1 Dedicated Transport	-	-	\$23.50 per min	-	-	-	\$23.50 per min	-
			\$80.00 fac term	\$100.48 fac term			\$80.00 fac term	\$100.48 fac term
DS1 Common Transport	\$0.00004 per min	-	-	-	\$0.00004 per min	-	-	-
	\$0.00038 fac term	-	-	-	\$0.00038 fac term	-	-	-
Local Switching LS2 (FGD)	\$0.00737 access min	-	-	-	\$0.00738 access min	-	-	-
Tandem Switching	\$0.00074 access min	-	-	-	\$0.00074 access min	-	-	-
Information Surcharge	-	-	-	-	\$0.03218 (Trans) / 100 min	-	-	-
					\$0.01448 (Trans) / 100 min	-	-	-
Tandem Intermediary Charge**	\$0.002 access min	-	-	-	\$0.002 access min	-	-	-
Composite Rate-DS1 Dedicated	\$0.00878	-	-	-	\$0.00878	-	-	-
Composite Rate-DS1 Tandem Sw	\$0.00881	-	-	-	\$0.00881	-	-	-

*Rates are displayed at the DS1+1 544 Mbps level. For rates and charges associated to other arrangement levels, refer to Section 26 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff.

**The Tandem Intermediary Charge applies only to intermediary traffic.

DS1 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services created by an ALEC which utilize a BellSouth network. This element is not required when an ALEC is co-located.

DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users end office or from the ALEC's serving wire center to the tandem.

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

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

Local Interconnection Service

Service: Local Interconnection* (Cont'd)

RATE ELEMENTS	Louisiana						Mississippi					
	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81 LC	-	\$868.87 LC - First	-	-	\$133.81 LC	-	\$868.87 LC - First	-	-
DS1 Dedicated Transport	-	-	\$18.75 per mth	-	\$488.83 LC - Add'l	-	-	\$23.50 per mth	-	\$488.83 LC - Add'l	-	-
DS1 Common Transport	\$0.00004 per mth	-	\$80.00 fac. term.	\$100.48 fac. term.	-	-	\$0.00004 per mth	-	\$90.00 fac. term.	\$100.48 fac. term.	-	-
Local Switching LS2 (FGD)	\$0.00038 fac. term.	-	-	-	-	-	\$0.00038 fac. term.	-	-	-	-	-
Tandem Switching	\$0.00889 access mth	-	-	-	-	-	\$0.00787 access mth	-	-	-	-	-
Information Surcharge	\$0.00050 access mth	-	-	-	-	-	\$0.00074 access mth	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mth	-	-	-	-	-	\$0.002 access mth	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.01771						\$0.00879					
Composite Rate-DS1 Tandem Sw	\$0.01048						\$0.00891					

RATE ELEMENTS	N. Carolina						S. Carolina					
	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81 LC	-	\$868.87 LC - First	-	-	\$133.81 LC	-	\$868.87 LC - First	-	-
DS1 Dedicated Transport	-	-	\$23.50 per mth	-	\$488.83 LC - Add'l	-	-	\$23.50 per mth	-	\$488.83 LC - Add'l	-	-
DS1 Common Transport	\$0.00004 per mth	-	\$80.00 fac. term.	\$100.48 fac. term.	-	-	\$0.00004 per mth	-	\$80.00 fac. term.	\$100.48 fac. term.	-	-
Local Switching LS2 (FGD)	\$0.00038 fac. term.	-	-	-	-	-	\$0.00038 fac. term.	-	-	-	-	-
Tandem Switching	\$0.01140 access mth	-	-	-	-	-	\$0.01088 access mth	-	-	-	-	-
Information Surcharge	\$0.00074 access mth	-	-	-	-	-	\$0.00074 access mth	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mth	-	-	-	-	-	\$0.03741 100 mth	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.01331						\$0.01333					
Composite Rate-DS1 Tandem Sw	\$0.01344						\$0.01338					

RATE ELEMENTS	Tennessee					
	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81 LC	-	\$868.87 LC - First	-
DS1 Dedicated Transport	-	-	\$23.50 per mth	-	\$488.83 LC - Add'l	-
DS1 Common Transport	\$0.00004 per mth	-	\$80.00 fac. term.	\$100.48 fac. term.	-	-
Local Switching LS2 (FGD)	\$0.01750 fac. term.	-	-	-	-	-
Tandem Switching	\$0.00074 access mth	-	-	-	-	-
Information Surcharge	-	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mth	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.01841					
Composite Rate-DS1 Tandem Sw.	\$0.01844					

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

**The Tandem Intermediary Charge applies only to Intermediary Traffic.

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

-DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Intraoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users and offices or from the ALEC's serving wire center to the tandem.

-Common Transport: Comprises of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

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

Attachment B-2

Local Interconnection Service

Service: Toll Switched Access

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

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

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

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

State(s): All

Rates, Terms and Conditions:

In all states, rates, terms and conditions will be applied as set forth in Sections E3 and E8 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs and in Sections 3 and 8 of the BellSouth Telecommunication's, Inc. Interstate Access Tariff, F.C.C. No. 1.

Attachment B-3

Local Interconnection Service

Service: Service Provider Number Portability-Remote

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

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

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

State(s):	Per Number Ported, Each	Additional Capacity for Simultaneous Call Forwarding, per Additional Path	Per Order, per end user location
	Monthly Rate	Monthly Rate	Nonrecurring Charge
Alabama	\$1.50	\$0.75	\$25.00
Florida	\$1.50 Business \$1.25 Residence	\$0.50 Business \$0.50 Residence	\$25.00 Business \$25.00 Residence
Georgia	\$1.75	\$0.75	\$25.00
Kentucky	\$1.50	\$0.75	\$25.00
Louisiana	\$1.50	\$0.75	\$25.00
Mississippi	\$1.75	\$0.75	\$25.00
N.Carolina	\$1.50	\$0.75	\$25.00
S.Carolina	\$1.50	\$0.75	\$25.00
Tennessee	\$1.75	\$0.75	\$25.00

Attachment B-4

Local Interconnection Service

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

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

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

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

SPNP-DID Trunk Termination will only be provided with SS7 Signaling at rates set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Tariffs.

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

RATE ELEMENTS	Alabama				Florida			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
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	trunk-int. \$80.00/trunk-sub.	\$15.00	trunk	\$170.00	trunk-int. \$86.00/trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$868.97	LC - First \$488.83 LC - Add'l	\$133.81	LC	\$868.97	LC - First \$488.83 LC - Add'l
DS1 Dedicated Transport**	\$23.50	per mile	-	-	\$18.75	per mile	-	-
	\$90.00	fac. term.	\$100.48	fac. term.	\$59.75	fac. term.	\$100.48	fac. term.

RATE ELEMENTS	Georgia				Kentucky			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
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	trunk-int. \$83.00/trunk-sub.	\$13.00	trunk	\$150.00	trunk-int. \$80.00/trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$868.97	LC - First \$488.83 LC - Add'l	\$133.81	LC	\$868.97	LC - First \$488.83 LC - Add'l
DS1 Dedicated Transport**	\$23.50	per mile	-	-	\$23.50	per mile	-	-
	\$90.00	fac. term.	\$100.48	fac. term.	\$90.00	fac. term.	\$100.48	fac. term.

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

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

Attachment B-4

Local Interconnection Service

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

RATE ELEMENTS	Louisiana				Mississippi			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
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	trunk-int. trunk-sub.	\$13.00	trunk	\$150.00	trunk-int. trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$868.97	LC - First	\$133.81	LC	\$868.97	LC - First
DS1 Dedicated Transport**	\$18.75	per mile	-	-	\$23.50	per mile	-	-
	\$59.75	fac. term.	\$100.49	fac. term.	\$90.00	fac. term.	\$100.49	fac. term.

RATE ELEMENTS	N.Carolina				S.Carolina			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
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	trunk-int. trunk-sub.	\$13.00	trunk	\$164.00	trunk-int. trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$868.97	LC - First	\$133.81	LC	\$868.97	LC - First
DS1 Dedicated Transport**	\$23.50	per mile	-	-	\$23.50	per mile	-	-
	\$90.00	fac. term.	\$100.49	fac. term.	\$90.00	fac. term.	\$100.49	fac. term.

RATE ELEMENTS	Tennessee			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
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	trunk-int. trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$868.97	LC - First
DS1 Dedicated Transport**	\$23.50	per mile	-	-
	\$90.00	fac. term.	\$100.49	fac. term.

*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E8 of BellSouth Telecommunications Inc.'s Intrastate Access Tariff.

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

Attachment C-1

Unbundled Products and Services and New Services

Service: **Subscriber Listing Information**

Description: **Subscriber primary listing information provided at no charge and in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each ALEC end user customer.**

State(s): **All**

Rates: (1) **No charge for ALEC-1 customer primary listings.**
(2) **Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.**

Attachment C-2

Unbundled Products and Services and New Services

Service: Access to Numbers

Description: For that period of time in which BellSouth serves as North American Numbering Plan administrator for the states in the BellSouth region, BellSouth will assist ALECs applying for NXX codes for their use in providing local exchange services.

State(s): All

Rates: No Charge

Attachment C-3

Unbundled Products and Services and New Services

Service: Access to 911 Service

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

Additionally, ALEC-1 must provide a minimum of two dedicated trunk groups originating from ALEC-1's serving wire center and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from ALEC-1's point of interface to it's serving wire center and Switched Dedicated Transport to the 911 tandem, may be purchased from BellSouth at the Switched Dedicated Transport rates set forth in Section E8 of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariffs.

State(s): All

Rates: Will be billed to appropriate municipality.

Attachment C-4

Unbundled Products and Services and New Services

Service: 800 Database

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

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

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

State(s): All

Rates, Terms and Conditions:

In all states, the 800 Database rates, terms and conditions will be applied as set forth in Sections E2, E5, E6 and E13 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs.

Attachment C-5

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 by Local Exchange Companies' on behalf of the Local Exchange company's end user. 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 ALECs data is used BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query as displayed in Attachment C-5 following.

State(s): All

Rates: No Charge

LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This Agreement, effective as of June 5 1987,
entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia
corporation, and ALEC Inc.
("Local Exchange Company"), a Kentucky corporation,
their fully authorized officers.

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

I. SCOPE

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

B LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

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

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

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

(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 entry for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entry to Local Exchange Company. It shall

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

II. TERM

This Agreement will be effective as of June 15, 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.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

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

specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnitee 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 indemnitee party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

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

VI. MISCELLANEOUS

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

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

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

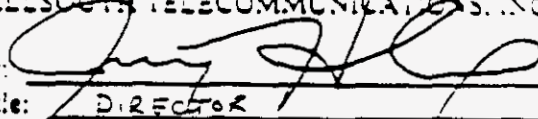
E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

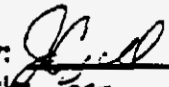
C. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

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

BELLSOUTH TELECOMMUNICATIONS, INC

By: 
Title: DIRECTOR
Date: 5/1/97
Address: 175 W Peachtree
Room 24591
Atlanta, GA 30375

THE LOCAL EXCHANGE COMPANY

By: 
Title: PRESIDENT
Date: 4 29 1997
Address: ALGC, Inc.
1158 Johnson
Atlanta GA 30301

(Facilities Based)

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

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated May 7, 1997, between BellSouth Telecommunications, Inc. (BST), and ALEC, Inc (Local Exchange Company), effective the 15th day of June, 1997

I. GENERAL

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

II. DEFINITIONS

A. **Billing number** - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. **Line number** - a ten digit number that identifies a telephone line administered by the Local Exchange Company.

C. **Special billing number** - a ten digit number that identifies a billing account established by the Local Exchange Company.

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

III. RESPONSIBILITIES OF PARTIES

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

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

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

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. COMPLIANCE

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

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

BELLSOUTH TELECOMMUNICATIONS, INC

By: [Signature]
Title: DIRECTOR
Date: 4/5/97
Address: 275 W Peachtree St.
Room 34591
Atlanta, GA 30375

THE LOCAL EXCHANGE COMPANY

By: [Signature]
Title: President
Date: 4-28-1997
Address: ALAC, Inc
1158 S. Collins
Atlanta, GA 30329

(Resale)

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

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated May 1, 1997, between BellSouth Telecommunications, Inc. (BSTN) and ALEC Inc. ("Local Exchange Company") effective the 15th day of June, 1997

I. GENERAL

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

II. DEFINITIONS

A. **Billing number** - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. **Line number** - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

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

III. RESPONSIBILITIES OF PARTIES

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

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

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

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

1. Validates 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.
2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

IV. COMPLIANCE

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

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

BELLSOUTH TELECOMMUNICATIONS, INC

By: [Signature]
Title: DIRECTOR
Date: 5/1/97
Address: 675 W. Peachtree St.
Room 34591
Atlanta, GA 30375

THE LOCAL EXCHANGE COMPANY

By: [Signature]
Title: President
Date: 4-28-97
Address: ALEC Inc
1158 Jefferson
Paducah, KY 42001

Attachment C-5

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. As set forth in Attachment C-5 (LIDB Storage Agreement), preceding, each time an ALEC data is used, BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query.	\$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 E8.8 of BellSouth Telecommunication's Inc.'s Intrastate Access Services Tariff.	-	-

Unbundled Products and Services and New Services

Service: Signaling

Description: Provides for connection to and utilization of BellSouth's Signaling System 7 network for both call setup and non-call setup purposes.

State(s): All

Rate Elements	Monthly Rate	Recurring Rate	Non-Recurring	Applied Per
CCS7 Signaling Connection - Provides a two-way digital 56 Kbps dedicated facility connecting a customer's signaling point of interface in a LATA to a BellSouth STP. Each customer's connection requires either a pair or a quad of signaling connections.	\$155.00	-	\$510.00	56 Kbps facility
CCS7 Signaling Termination - Provides a customer dedicated point of interface at the BellSouth STP for each of the customer's SS7 connections.	\$355.00	-	-	STP Port
CCS7 Signaling Usage* - Refers to the messages traversing the BellSouth signaling network for call set-up and non call set-up purposes.	-	\$0.000023 \$0.000050	-	Call Set Up Msg. TCAP Msg.
CCS7 Signaling Usage Surrogate*	\$395.00	-	-	56 Kbps facility

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

Attachment C-8

Unbundled Products and Services and New Services

Service: Operator Call Processing Access Service

Description: Provides Operator and Automated call handling. This includes processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides customized call branding; dialing instructions; and other operator assistance the customer may desire.

Rate Elements	State(s)	Monthly Recurring	Applied Per
Operator Provided Call Handling	All	\$1.17	Per Work Minute
Call Completion Access Termination Charge 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 \$0.08 \$0.08 \$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-9

Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: See below

Rate Elements	Description	States)	Monthly Rate
Directory Assistance Call Completion Access Service	Optional service provided to an Access subscriber of BellSouth's DA Access Service. Given a listed telephone number at the request of an Access subscriber and user, BellSouth will provide or attempt to provide from the DA Operator System, call completion to the number requested. All local and interstate call completion attempts are routed over an intercity trunk facility directly to the terminating end office that serves the designated number. An Automatic Message Account (AMA) record that includes conversation time, originating, terminating, and billing number details is made for each call completion attempt. This record is in addition to the record made for the DA transaction.	All	\$0.25 per call attempt
Call Completion Access Termination Charge	This charge will be applicable per call attempt and is in addition to the DACC Access Service charge listed above.	Alabama Florida Georgia Kentucky Louisiana Mississippi N. Carolina S. Carolina Tennessee	\$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.12
Number Services Intercept Access Service	Number Services Intercept Access refers calls from disconnected numbers to the proper number or numbers. A separate dedicated intercept trunk facility to the Number Services switch for intercept calls is required. Standard trunk signaling is used to send the intercepted number to the Number Services switch and a database hook-up is performed to retrieve the referral number. The referral number is provided to the calling party by a mechanized audio announcement. The subscribing Access customer must provide the updates to the intercept database to support the service.	All	\$0.25 per intercept query)
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 Interstate Access Service Tariff F.C.C. No. 1		

Attachment C-10

Unbundled Products and Services and New Services

Service: Busy Line Verification and Emergency Interrupt

Description: BellSouth will provide Inward Operator Service for Busy Line Verification and Verification and Emergency Interrupt.

State(s): All

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

Attachment C-11

Unbundled Products and Services and New Services

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

Description: CMDS-Hosting is the Bellcore administered national system used to exchange Exchange Message Record (EMR) formatted message data among host companies.

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

State(s): All

Rate Elements	Description	Monthly
Message Distribution	Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate. This charge is applied on a per message basis.	\$0.004
Data Transmission	This charge is applied on a per message basis.	\$0.001

Attachment C-12

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.

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

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

SECTION 2. DEFINITIONS

- 2.01 A. Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to the ALEC or from the ALEC to BellSouth for services and/or facilities provided under this Agreement.
- C. Exchange Message Record is the nationally ~~administered~~ standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
- D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls. ICS within the BellSouth region includes third number, credit card and collect calls.
- E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
- F. Non-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 the ALEC by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.02 The ALEC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS.

SECTION 4. COMPENSATION ARRANGEMENTS

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

SECTION 5. ASSOCIATED EXHIBITS

- 5.01 Listed below are the exhibits associated with this Agreement.

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

- 5.02 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in 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 _____, 199_.

WITNESS: THE ALEC

(title)

WITNESS: BELL SOUTH TELECOMMUNICATIONS, INC.

(title)

SECTION 1. SCOPE OF EXHIBIT

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

SECTION 2. RESPONSIBILITIES OF THE PARTIES

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

- 2.07 Transmission of message data between ~~connectors~~ the ALEC will be via electronic data transmission.
- 2.08 All messages and related data exchanged between BellSouth and the ALEC will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.09 The ALEC will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.10 Should it become necessary for the ALEC to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and the ALEC to notify all affected parties.
- 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or the ALEC) identified and agreed to, the company responsible for creating the data (BellSouth or the ALEC) will make every 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.
- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify the ALEC of the error condition. The ALEC will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, the ALEC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 In no case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

SECTION 3. COMPENSATION

- 3.01 For message distribution service provided by BellSouth for the ALEC, BellSouth shall receive the following as compensation:

Rate Per Message \$0.004

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

Rate Per Message \$0.001

- 3.03 Data circuits (private line or dial-up) will be required between BellSouth and the ALEC for the purpose of data transmission. Where a dedicated line is required, the ALEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The ALEC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to the ALEC. Additionally, all message toll charges associated with the use of the dial circuit by the ALEC will be the responsibility of the ALEC. ~~Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.~~

- 3.04 All equipment, including modems and software, that is required on the ALEC end for the purpose of data transmission will be the responsibility of the ALEC.

SECTION 1. SCOPE OF EXHIBIT

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

SECTION 2. RESPONSIBILITIES OF THE PARTIES

2.01 BellSouth will remit to the ALEC the revenue, less a billing charge, for intraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by the ALEC and billed to:

- 1) a BellSouth customer.
- 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 charges 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 The ALEC will bill, collect and remit to BellSouth the charges for intraLATA and/or local ICS messages and other services as described above where such messages and/or services are provided by:

- 1) BellSouth,
- 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).

2.04 For ICS revenues involving the ALEC and other non-BellSouth LECs/ALECs within the state, BellSouth will provide the ALEC with monthly reports summarizing the ICS revenues for messages that originated with the ALEC and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by the ALEC.

SECTION 3. COMPENSATION

3.01. The following 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
Calls originated in any of the states within BellSouth region and billed in that same state	\$0.05
2) Calls originated in a state within BellSouth's region and billed in another state or originated in another state and billed in a state within BellSouth's region	\$0.05
3) Calls originated in a state within BellSouth's region and billed outside the conterminous United States	\$0.16

Attachment C-13

Unbundled Products and Services and New Services

Service: Virtual Collocation

Description: Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

Rates, Terms and Conditions:

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

State: Florida In the state of Florida, the rates, terms and conditions will be applied as set forth in Section E20 of BellSouth Telecommunication's, Inc. Intrastate Access Service Tariff.

Service: Physical Collocation

Description: Per FCC - (10/19/92 FCC Order, para 39)
Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."

State(s): All

Rates, Terms and Conditions: To be negotiated

Attachment C-14

Unbundled Products and Services and New Services

Service: Poles, Ducts, Conduits and Rights of Way

State(s): All

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

Attachment C-15

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description: Provides the connection from the serving central office to a subscriber's premises. It is engineered to meet the same parameters as a residence or business exchange access line.

Information relative to multiplexing of the Unbundled Exchange Access Loop is described in Attachment C-16 following.

Rate Elements	Alabama			Florida			Georgia		
	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$25.00	\$140.00	\$45.00	\$17.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
- Fixed	\$30.00	\$97.00	N/A	\$28.50	\$87.00	N/A	\$32.00	\$105.00	N/A
- 1 - 8 Miles	\$2.05	N/A	N/A	\$1.55	N/A	N/A	\$2.05	N/A	N/A
- 9 - 25 Miles	\$2.00	N/A	N/A	\$1.60	N/A	N/A	\$2.00	N/A	N/A
- Over 25 Miles	\$1.95	N/A	N/A	\$1.55	N/A	N/A	\$1.95	N/A	N/A

Rate Elements	Kentucky			Louisiana			Mississippi		
	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$25.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
- Fixed	\$30.00	\$93.00	N/A	\$30.00	\$100.00	N/A	\$30.00	\$96.00	N/A
- 1 - 8 Miles	\$2.05	N/A	N/A	\$2.05	N/A	N/A	\$2.05	N/A	N/A
- 9 - 25 Miles	\$2.00	N/A	N/A	\$2.00	N/A	N/A	\$2.00	N/A	N/A
- Over 25 Miles	\$1.95	N/A	N/A	\$1.95	N/A	N/A	\$1.95	N/A	N/A

Rate Elements	N. Carolina			S. Carolina			Tennessee		
	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$30.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
- Fixed	\$11.85	\$71.87	N/A	\$50.00	\$97.00	N/A	\$30.00	\$96.00	N/A
- 1 - 8 Miles	\$2.15	N/A	N/A	\$2.25	N/A	N/A	\$2.05	N/A	N/A
- 9 - 25 Miles	\$2.15	N/A	N/A	\$2.00	N/A	N/A	\$2.00	N/A	N/A
- Over 25 Miles	\$2.15	N/A	N/A	\$1.95	N/A	N/A	\$1.95	N/A	N/A

Attachment C-16

Unbundled Products and Services and New Services

Service: Channelization System for Unbundled Exchange Access Loops

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

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

State(s)	Alabama			Florida			Georgia		
	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$575.00	\$525.00	N/A	\$555.00	\$490.00	N/A	\$555.00	\$490.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), per circuit	\$1.70	\$8.00	\$8.00	\$1.70	\$7.00	\$7.00	\$1.70	\$7.00	\$7.00

State(s)	Kentucky			Louisiana			Mississippi		
	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$540.00	\$495.00	N/A	\$530.00	\$510.00	N/A	\$560.00	\$450.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), per circuit	\$1.60	\$8.00	\$8.00	\$1.60	\$8.00	\$8.00	\$1.70	\$8.00	\$8.00

State(s)	N. Carolina			S. Carolina			Tennessee		
	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$548.00	\$475.00	N/A	\$520.00	\$480.00	N/A	\$530.00	\$520.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), per circuit	\$1.85	\$7.00	\$7.00	\$1.50	\$8.00	\$8.00	\$1.50	\$8.00	\$8.00

Attachment C-17

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 services, 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	\$2.25
Business Port	\$7.00		Business Port	\$4.50	Business Port	\$4.60
Trunk Port (2,3,4)	\$7.00		Long Trunk Port	\$7.00	Long Trunk Port	\$7.37
Rotary Service	\$2.00		Rotary Service	\$2.00	Rotary Service	\$2.77
Primary Rate ISDN NAB (5,6)	\$20.00					
Usage-Mileage Bands			Usage-(STS)		Usage-(STS)	
A (0 miles)	\$0.02	Incl. min.	- Incl. 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 (11-18 miles)	\$0.04	Incl. min.				
D (17-22 miles & existing LCA described in A3.8 greater than 22 ml.)	\$0.02	Add'l min.				
E (23-30 miles)	\$0.08	Incl. min.				
F (31-40 miles)	\$0.04	Add'l min.				
G (Special Band) (7)	\$0.10	Incl. min.				
	\$0.07	Add'l min.				
	\$0.10	Incl. min.				
	\$0.10	Add'l min.				
	\$0.10	Incl. min.				
	\$0.10	Add'l min.				
	\$0.10	Incl. 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 3 on Page 3 in addition to the PEX Trunk Port rates.
 - (4) ICO requires rates and charges as indicated in Table 3 on Page 3 in addition to the PEX 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 NABs. 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-17

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 Service			Usage-Mileage Service		
A (0 miles)	\$0.04	Int.Mn.	D (0 miles)	\$0.02	Int.Mn.
	\$0.02	Adfl mn.		\$0.01	Adfl mn.
B (1-10 miles)	\$0.04	Int.Mn.	A (1-10 miles)	\$0.04	Int.Mn.
	\$0.02	Adfl mn.		\$0.02	Adfl mn.
C (Greater than 10 miles Limited LCA)	\$0.08	Int.Mn.	B (11-16 miles)	\$0.08	Int.Mn.
	\$0.04	Adfl mn.		\$0.04	Adfl mn.
D (1-10 miles beyond Limited LCA)	\$0.04	Int.Mn.	C (17-22 miles)	\$0.10	Int.Mn.
	\$0.02	Adfl mn.		\$0.07	Adfl mn.
E (11-16 miles beyond Limited LCA)	\$0.08	Int.Mn.	D (23 - 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.14	Int.Mn.
	\$0.04	Adfl mn.		\$0.10	Adfl mn.
F (17-22 miles beyond Limited LCA)	\$0.08	Int.Mn.	E (Greater than 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.14	Int.Mn.
	\$0.07	Adfl mn.		\$0.14	Adfl mn.
G (23-30 miles beyond Limited LCA)	\$0.08	Int.Mn.	F (23 - 30 miles Inter-Parish Expanded LCA)	\$0.14	Int.Mn.
	\$0.07	Adfl mn.		\$0.10	Adfl mn.
H (31-40 miles beyond Limited LCA)	\$0.08	Int.Mn.	G (31 - 40 miles Inter-Parish Expanded LCA)	\$0.14	Int.Mn.
	\$0.07	Adfl mn.		\$0.14	Adfl mn.
I (Greater than 40 miles beyond Limited LCA)	\$0.08	Int.Mn.	H (Greater than 40 miles Inter-Parish)	\$0.14	Int.Mn.
	\$0.07	Adfl mn.		\$0.14	Adfl mn.

Mississippi			North Carolina			South Carolina		
Rate Elements	Rate	Per	Rate Elements	Rate	Rate Elements	Rate	Rate Elements	Rate
Monthly			Monthly		Monthly		Monthly	
Residence Port	\$3.75		Residence Port	\$2.00	Residence Port	\$4.00	Residence Port	\$4.00
Business Port	\$7.50		Business Port	\$5.00	Business Port	\$10.00	Business Port	\$10.00
PBX Trunk Port	\$7.50		PBX Trunk Port	\$5.00	PBX Trunk Port	\$10.00	PBX Trunk Port	\$10.00
Rotary Service	\$3.75		Rotary Service	\$1.50	Rotary Service	\$3.00	Rotary Service	\$3.00
Usage - Mile Service			Usage - (STB)		Usage - (STB)		Usage - (STB)	
A (0 miles)	\$0.02	Int.Mn.	- Int.Mn.	\$0.08	- Basic Svc_Area	\$0.02	- Basic Svc_Area	\$0.02
	\$0.01	Adfl mn.	- Adfl mn.	\$0.02	- Expanded Svc_Area	\$0.12	- Expanded Svc_Area	\$0.12
B (1-10 miles)	\$0.04	Int.Mn.						
	\$0.02	Adfl mn.						
C (11-16 miles, existing LCA described in ASL greater than 16 miles, and rate to county seat greater than 16 miles)	\$0.08	Int.Mn.						
	\$0.04	Adfl mn.						
D (17-30 miles)	\$0.08	Int.Mn.						
	\$0.07	Adfl mn.						
E (31-45 miles Basic LATA)	\$0.08	Int.Mn.						
	\$0.07	Adfl mn.						
F (31-45 miles Justice LATA)	\$0.12	Int.Mn.						
	\$0.10	Adfl mn.						
G (56-65 miles Basic LATA)	\$0.10	Int.Mn.						
	\$0.14	Adfl mn.						

Tennessee		
Rate Elements	Rate	Per
Monthly		
Residence Port	\$4.00	
Business Port	\$10.00	
PBX Trunk Port	\$10.00	
Rotary Service	\$3.50	
Usage - Mile Service		
A (0-16 miles)	\$0.02	Int.Mn.
B (17-30 miles)	\$0.08	Int.Mn.
C >30 miles	\$0.10	Int.Mn.

Attachment C-18

Unbundled Products and Services and New Services

Service: Local Calling Area Boundary Guide

Description: Provided to ALECs to assist in deployment of number on their network to conform with BellSouth existing local calling area geographics.

State: All

Rate(s): No Charge

ATTACHMENT "D"

APPLICABLE DISCOUNTS

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

<u>STATE</u>	<u>RESIDENCE</u>	<u>DISCOUNT</u>	<u>BUSINESS</u>
ALABAMA	10%		10%
FLORIDA	18%		12%
GEORGIA	20.3%		17.3%
KENTUCKY	10%		8%
LOUISIANA*	20.72%		20.72%
MISSISSIPPI	9%		8%
NORTH CAROLINA	12%		9%
SOUTH CAROLINA	10%		9%
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.



June 23, 1999

VIA FEDERAL EXPRESS

Mr. Michael L. Shor
Swidler Berlin Shereff & Friedman
3000 K Street, N.W.
Suite 300
Washington, DC 2007

RE: Reciprocal Compensation Claim v. BellSouth

Mr. Shor:

Enclosed for your review is billing and payment information related to the reciprocal compensation invoices sent to BellSouth for US LEC of North Carolina Inc., US LEC of Georgia Inc., US LEC of Tennessee Inc. and US LEC of Florida Inc. In addition to the payment summaries, I am also enclosing copies of the dispute communication we have received from BellSouth regarding these invoices.

Should you have questions regarding any of this, please contact Charlene Law, CABs Billing Manager (704/319-1047), or Kelli Conner, Vice President - Customer Service and Billing (704/319-1030), for assistance.

Sincerely,

A handwritten signature in cursive script that reads "Darnise Starr".

Darnise Starr
Executive Assistant

encl.

cc: Henry Walker
Patrick Wiggins
Charles Gerkin

Florida

Carrier Name	Bill Date	Bill Amount	Late Charges	Account Adjustments	Total Invoiced	Date Payment Received	Payment Amount	Balance Forward	Total Outstanding	Amount Disputed	Dispute Reason
BellSouth - Access	09/01/98	\$ 23.09			\$ 23.09	10/15/98	\$ 11.21	\$ 11.88		\$ 11.88	ISP Usage.
BellSouth - Access	10/01/98	\$ 708.38			\$ 708.38	11/17/98	\$ 344.68	\$ 363.70		\$ 363.70	ISP Usage.
BellSouth - Access	11/01/98	\$ 1,809.58	\$ 7.20		\$ 1,816.78	02/11/99	\$ 881.67	\$ 935.11		\$ 927.91	ISP Usage.
BellSouth - Access	12/01/98	\$ 5,821.42	\$ 3.83		\$ 5,825.25	01/11/99	\$ 2,836.38	\$ 2,988.87		\$ 2,985.04	ISP Usage.
BellSouth - Access	01/01/99	\$ 12,193.56	\$ 3.87		\$ 12,197.43	02/24/99	\$ 1,188.28	\$ 11,009.15		\$ 11,005.28	ISP Usage.
BellSouth - Access	02/01/99	\$ 33,999.71	\$ 173.79	\$ (558.15)	\$ 33,615.35	03/08/99	\$ 12,356.98	\$ 21,258.37		\$ 21,816.52	ISP Usage & LPC
BellSouth - Access	03/01/99	\$ 79,101.43	\$ 154.82		\$ 79,256.25	05/11/99	\$ 7,713.08	\$ 71,543.17		\$ 71,543.17	ISP Usage & LPC
BellSouth - Access	04/01/99	\$ 341,746.64	\$ 156.37		\$ 341,903.01			\$ 341,903.01			
BellSouth - Access	05/01/99	\$ 302,131.93	\$ 4,577.26		\$ 306,709.19			\$ 306,709.19			
BellSouth - Access	06/01/99	\$ 329,820.30	\$ 4,545.91		\$ 334,366.21			\$ 334,366.21			
Total Access		\$ 1,107,356.04	\$ 9,623.05	\$ (558.15)	\$ 1,116,420.94		\$ 25,332.28		\$ 1,091,088.66	\$ 108,653.50	
BellSouth - Facilities	08/01/98	\$ 11,713.14			\$ 11,713.14	10/15/98	\$ 7,081.95	\$ 4,631.19		\$ 4,631.19	Late Payment Charges and Recurring & Non-recurring Charges
BellSouth - Facilities	09/01/98	\$ 78,720.00	\$ 117.13		\$ 78,837.13	10/15/98	\$ 75,268.48	\$ 3,568.65		\$ 3,568.65	Late Payment Charges and Recurring Charges
BellSouth - Facilities	10/01/98	\$ 57,930.61	\$ 905.50		\$ 58,836.11	11/30/98	\$ 8,325.00	\$ 50,511.11		\$ 49,605.61	Recurring and non-recurring charges for PON's not found
BellSouth - Facilities	11/01/98	\$ 50,265.00	\$ 670.36		\$ 50,935.36	01/11/99	\$ 36,475.00	\$ 14,460.36		\$ 13,790.00	Recurring charges - PON not found.
BellSouth - Facilities	12/01/98	\$ 22,115.00	\$ 1,096.46		\$ 23,211.46	01/18/99	\$ 22,115.00	\$ 1,096.46		\$ 1,096.46	LPC
BellSouth - Facilities	01/01/99	\$ 63,440.14	\$ 1,328.58		\$ 64,768.72	02/11/99	\$ 39,775.00	\$ 24,993.72		\$ 24,993.72	Charges for (2) PON's, all LPC - all inv's paid.
BellSouth - Facilities	02/01/99	\$ 98,820.00	\$ 1,390.36		\$ 100,210.36	03/05/99	\$ 89,620.00	\$ 10,590.36		\$ 10,590.36	PON not found, LPC, all local channel per 1/2 mile
BellSouth - Facilities	03/01/99	\$ 27,610.00	\$ 1,894.72		\$ 29,604.72	04/29/99	\$ 23,905.00	\$ 5,699.72		\$ 5,699.72	LPC, local channel mileage.
BellSouth - Facilities	04/01/99	\$ 51,605.00	\$ 1,394.57		\$ 52,999.57	06/02/99	\$ 51,605.00	\$ 1,394.57		\$ 1,394.57	LPC
BellSouth - Facilities	05/01/99	\$ 103,429.67	\$ 1,685.51		\$ 105,115.18	06/02/99	\$ 103,429.67	\$ 1,685.51		\$ 1,685.51	LPC
BellSouth - Facilities	05/16/99	\$ 355,350.60	\$ (8,780.55)		\$ 346,570.05			\$ 346,570.05			
BellSouth - Facilities	06/01/99	\$ 64,135.67	\$ 2,648.86		\$ 66,784.53			\$ 66,784.53			
Total Facilities		\$ 985,134.83	\$ 4,451.50	\$ -			\$ 457,600.10		\$ 531,986.23	\$ 117,055.79	
Total FL Outstanding									\$ 1,623,074.89	\$ 225,709.29	

Total BellSouth Access
 Total BellSouth Facilities
 Total Amount

Total Outstanding Amount Disputed
 \$ 137,981,992.88 \$ 86,178,604.14
 \$ 2,214,487.53 \$ 792,263.92
 \$ 140,176,480.51 \$ 86,968,868.06

North Carolina

Last Updated: 6/15/99

\$ 77,126.09

Carrier Name	Bill Date	Bill Amount	Late Charges	Account Adjustments	Total Invoiced	Date Payment Received	Payment Amount	Balance Forward	Total Outstanding	Amount Disputed	Dispute Reason
BellSouth-Facilities-Rev.	07/01/97	\$ 81,825.72			\$ 81,825.72	09/05/97	\$ 81,825.72	\$ -			
BellSouth-Facilities	08/01/97	\$ 40,926.83			\$ 40,926.83	11/05/97	\$ 40,926.83	\$ (36.00)			
BellSouth-Facilities	09/01/97	\$ 54,962.06			\$ 54,962.06	11/05/97	\$ 54,962.06	\$ -			
BellSouth-Facilities	10/01/97	\$ 6,217.64			\$ 6,217.64	11/05/97	\$ 6,217.64	\$ -			
BellSouth-Facilities	11/01/97	\$ 133,760.36			\$ 133,760.36	01/23/98	\$ 149,062.87	\$ (15,302.51)			
BellSouth-Facilities	12/01/97	\$ 368,234.94	\$ 1,186.13		\$ 369,421.07	01/23/98	\$ 368,234.94	\$ 1,186.13	\$	1,186.13	Late Payment Charges.
BellSouth-Facilities	01/01/98	\$ 568,798.59	\$ 1,337.24		\$ 570,135.83	02/17/98	\$ 567,461.35	\$ 2,674.48	\$	1,337.24	Late Payment Charges.
BellSouth-Facilities	02/01/98	\$ 92,363.67	\$ (2,523.37)	\$ (6,521.56)	\$ 83,318.74	03/05/98	\$ 92,363.67	\$ (9,044.93)			
BellSouth-Facilities	03/01/98	\$ 90,735.54		\$ 2,328.26	\$ 93,063.80	12/16/98	\$ 24,231.15	\$ 68,832.65			
BellSouth-Facilities	04/01/98	\$ 56,886.73			\$ 56,886.73	07/17/98	\$ 56,886.73	\$ -			
BellSouth-Facilities	05/01/98	\$ 333,277.40	\$ 4,837.43		\$ 338,114.83	10/15/98	\$ 330,116.20	\$ 7,998.63			
BellSouth-Facilities	06/01/98	\$ 692,322.37	\$ 4,605.51		\$ 696,927.88	10/15/98	\$ 643,692.87	\$ 53,235.01	\$	53,234.99	Late Payment Charges and Recurring Charges
BellSouth-Facilities	07/01/98	\$ 107,800.99	\$ 11,644.70		\$ 119,445.69	10/15/98	\$ 100,674.83	\$ 18,770.86	\$	18,770.86	Late Payment Charges and Recurring Charges
BellSouth-Facilities	08/01/98	\$ 450,233.71	\$ 12,270.29		\$ 462,504.00	10/15/98	\$ 429,397.92	\$ 33,106.08	\$	38,371.81	Late Payment Charges and Recurring & Non-recurring Charges
BellSouth-Facilities	09/01/98	\$ 489,447.47	\$ 16,895.34		\$ 506,342.81	10/15/98	\$ 480,659.76	\$ 25,683.05	\$	25,683.36	Late Payment Charges and Recurring Charges
BellSouth-Facilities	10/01/98	\$ 406,177.46	\$ 21,793.48	\$ (16,527.78)	\$ 411,443.16	11/30/98	\$ 415,000.30	\$ (3,557.14)	\$	20,882.09	Late Payment Charges and Recurring Charges
BellSouth-Facilities	11/01/98	\$ 329,269.50	\$ 6,227.77		\$ 335,497.27	01/11/99	\$ 293,400.18	\$ 42,097.09	\$	43,929.02	SS7 Surrogate Charges, Recurring Charges & LPC.
BellSouth-Facilities	12/01/98	\$ 308,599.12	\$ 5,432.75		\$ 314,031.87	01/18/99	\$ 295,002.88	\$ 19,028.99	\$	22,000.51	Late Payment Charges and Recurring Charges
BellSouth-Facilities	01/01/99	\$ 389,099.78	\$ 8,330.75		\$ 397,430.53	02/24/99	\$ 342,927.02	\$ 54,503.51	\$	54,503.51	LPC, Port Charges, a couple of PON's.
BellSouth-Facilities	02/01/99	\$ 204,079.05	\$ 6,421.03		\$ 210,500.08	03/08/99	\$ 151,249.59	\$ 59,250.49	\$	59,250.49	Recurring charges
BellSouth-Facilities	03/01/99	\$ 315,872.14	\$ 5,096.76		\$ 320,968.90	06/02/99	\$ 240,158.59	\$ 80,810.31	\$	80,810.31	Late Payment Charges and Recurring & Non-recurring Charges
BellSouth-Facilities	04/01/99	\$ 193,745.05	\$ 6,793.95		\$ 200,539.00	05/25/99	\$ 138,764.27	\$ 61,774.73	\$	63,071.40	Late Payment Charges and Recurring Charges
BellSouth-Facilities	05/01/99	\$ 222,869.95	\$ 8,799.34		\$ 231,669.29	05/25/99	\$ 198,186.78	\$ 33,482.51	\$	33,482.51	Late Payment Charges and Recurring Charges
BellSouth-Facilities	05/18/99	\$ (306,782.45)	\$ (21,069.93)		\$ (327,852.38)			\$ (327,852.38)			
BellSouth-Facilities	06/01/99	\$ 144,505.47	\$ 4,468.00		\$ 148,973.47			\$ 148,973.47			
Total Facilities		\$ 5,755,229.09	\$ 102,547.17	\$ (20,721.08)	\$ 5,837,055.18		\$5,481,440.15		\$ 355,615.03	\$ 562,024.72	
BellSouth Access	08/04/97	\$ 36,322.91			\$ 36,322.91	01/06/98	\$ 59,393.82	\$ (23,070.91)	\$	21,518.11	ISP Usage.
BellSouth Access	10/01/97	\$ 191,754.82			\$ 191,754.82	02/13/98	\$ 171,087.28	\$ 20,667.54	\$	126,636.94	ISP Usage.
BellSouth Access	12/01/97	\$ 656,990.93			\$ 656,990.93	02/17/98	\$ 636,937.57	\$ 120,053.36	\$	487,089.78	ISP Usage & LPC
BellSouth Access	01/01/98	\$ 2,061,889.75			\$ 2,061,889.75	04/24/98	\$ 717,589.32	\$ 1,344,300.43	\$	1,526,289.42	ISP Usage & LPC
BellSouth Access	02/01/98	\$ 4,060,982.74		\$ (54,336.20)	\$ 4,006,646.54			\$ 4,006,646.54	\$	3,654,884.47	ISP Usage.
BellSouth Access	03/01/98	\$ 3,114,910.67	\$ 47,584.59		\$ 3,162,475.26			\$ 3,162,475.26	\$	2,850,984.21	ISP Usage & LPC
BellSouth Access	04/01/98	\$ 4,018,808.03	\$ 21,252.04		\$ 4,040,060.07	08/05/98	\$ 249,625.43	\$ 3,790,434.64			
BellSouth Access	05/01/98	\$ 3,824,204.16	\$ 126,717.62	\$ 475.65	\$ 3,951,397.43	08/05/98	\$ 198,295.79	\$ 3,753,101.64			
BellSouth Access	05/20/98	\$ 3,237,598.37			\$ 3,237,598.37			\$ 3,237,598.37	\$	3,237,598.34	No reason stated
BellSouth Access	06/01/98	\$ 4,036,831.34	\$ 127,948.80		\$ 4,164,780.14	10/19/98	\$ 202,281.17	\$ 3,962,518.97	\$	3,962,518.97	ISP Usage & LPC
BellSouth Access	07/01/98	\$ 4,658,051.14	\$ 129,264.65	\$ (55.84)	\$ 4,787,259.95	12/29/98	\$ 232,922.75	\$ 4,554,337.20	\$	4,554,293.04	ISP Usage & LPC
BellSouth Access	08/01/98	\$ 5,184,137.77	\$ 129,264.65		\$ 5,313,402.42	12/29/98	\$ 259,208.89	\$ 5,054,195.53	\$	5,054,195.53	ISP Usage & LPC
BellSouth Access	09/01/98	\$ 5,969,404.53	\$ 393,777.35		\$ 6,363,181.88	12/29/98	\$ 298,470.22	\$ 6,064,711.66	\$	5,956,912.45	ISP Usage & LPC
BellSouth Access	10/01/98	\$ 5,422,571.13	\$ 288,837.92		\$ 5,711,409.05	03/05/99	\$ 271,126.55	\$ 5,440,280.50	\$	5,151,442.58	ISP Usage and PLU 100%
BellSouth Access	11/01/98	\$ 7,087,537.56	\$ 455,464.83		\$ 7,543,002.39	01/22/99	\$ 354,376.87	\$ 7,188,625.52	\$	6,733,160.69	ISP Usage & LPC
BellSouth Access	12/01/98	\$ 7,993,536.80	\$ 460,019.47		\$ 8,453,556.27	01/18/99	\$ 410,294.12	\$ 8,043,262.15	\$	8,043,262.15	ISP Usage & LPC
BellSouth Access	01/01/99	\$ 8,074,154.24	\$ 456,713.67		\$ 8,530,867.91	03/01/99	\$ 403,707.71	\$ 8,127,160.20	\$	8,127,160.20	ISP Usage & LPC
BellSouth Access	02/01/99	\$ 8,691,483.96	\$ 685,186.38	\$ 8,839.03	\$ 9,385,509.37	03/08/99	\$ 434,728.96	\$ 8,950,780.41	\$	8,941,941.38	ISP Usage & LPC
BellSouth Access	03/01/99	\$ 8,586,399.08	\$ 692,038.25		\$ 9,278,437.33	05/14/99	\$ 438,905.23	\$ 8,839,532.10	\$	8,839,532.10	ISP Usage & LPC
BellSouth Access	04/01/99	\$ 10,043,421.42	\$ 692,210.27		\$ 10,735,631.69			\$ 10,735,631.69			
BellSouth Access	05/01/99	\$ 9,715,635.77	\$ 968,066.51		\$ 10,683,722.28			\$ 10,683,722.28			
BellSouth Access	06/01/99	\$ 10,000,792.16	\$ 973,378.33		\$ 10,974,170.49			\$ 10,974,170.49			
Total Access		\$116,667,419.28	\$ 6,647,725.33	\$ (45,077.36)	\$123,270,067.25		\$5,238,931.68		\$ 118,031,135.57	\$ 77,268,420.36	
Total NC Outstanding									\$ 118,386,750.80	\$ 77,831,445.08	

Georgia

Carrier Name	Bill Date	Bill Amount	Late Charges	Account Adjustments	Total Invoiced	Date Payment Received	Payment Amount	Balance Forward	Total Outstanding	Amount Disputed	Dispute Reason
BellSouth-Facilities	03/01/98	\$ 413,530.71			\$ 413,530.71	05/20/98	\$ 401,842.99	\$ (11,136.18)			
BellSouth-Facilities						05/22/98	\$ 11,687.72				
BellSouth-Facilities						12/16/98	\$ 11,136.18				
BellSouth-Facilities	04/01/98	\$ 70,314.28			\$ 70,314.28	05/22/98	\$ 20,089.83				
BellSouth-Facilities						07/17/98	\$ 50,244.45				
BellSouth-Facilities	05/01/98	\$ 19,076.85			\$ 19,076.85	07/17/98	\$ 17,304.84	\$ (17,304.84)			
BellSouth-Facilities	05/01/98					10/15/98	\$ 19,076.85				
BellSouth-Facilities	06/01/98	\$ 35,895.53	\$ 757.08		\$ 36,452.61	10/15/98	\$ 16,770.10	\$ 19,682.51	\$	19,682.51	Late Payment Charges and Recurring & Non-recurring Charges
BellSouth-Facilities	07/01/98	\$ 22,768.25	\$ 1,057.74		\$ 23,825.99	10/15/98	\$ 19,478.79	\$ 4,347.20	\$	4,347.20	Late Payment Charges and Recurring Charges
BellSouth-Facilities	08/01/98	\$ 97,523.61	\$ 620.51		\$ 98,144.12	10/15/98	\$ 93,801.07	\$ 4,343.05	\$	4,343.05	Late Payment Charges and Recurring & Non-recurring Charges
BellSouth-Facilities	09/01/98	\$ 26,770.51	\$ 1,601.95		\$ 28,372.46	10/15/98	\$ 23,739.41	\$ 4,633.05	\$	4,633.05	Late Payment Charges and Recurring Charges
BellSouth-Facilities	10/01/98	\$ 23,764.02	\$ 1,814.14	\$ (6,851.36)	\$ 18,726.80	11/30/98	\$ 22,562.64	\$ (3,835.84)	\$	1,503.00	Trunk Port Charges
BellSouth-Facilities	11/01/98	\$ 22,607.81	\$ 344.28		\$ 22,952.09	01/11/99	\$ 21,055.19	\$ 1,896.90	\$	1,552.62	Port charges - no contract.
BellSouth-Facilities	12/01/98	\$ 22,095.05	\$ 348.17		\$ 22,443.22	01/18/99	\$ 20,678.37	\$ 1,766.85	\$	1,419.58	Trunk Port Charges
BellSouth-Facilities	01/01/99	\$ 24,699.05	\$ 461.24		\$ 25,160.29	02/11/99	\$ 22,703.76	\$ 2,456.53	\$	2,456.53	Charges for (2) PON's, trunk port charge, & LPC.
BellSouth-Facilities	02/01/99	\$ 22,386.62	\$ 295.53		\$ 22,682.15	03/05/99	\$ 20,772.57	\$ 1,909.58	\$	1,909.58	LPC, Trunk Port, 5 disconnect charges
BellSouth-Facilities	03/01/99	\$ 23,924.88	\$ 295.31		\$ 24,220.19	04/29/99	\$ 20,754.82	\$ 3,465.37	\$	3,465.37	LPC, Channelization, cross connect, port charges, 2 PONs
BellSouth-Facilities	04/01/99	\$ 23,844.45	\$ 329.79		\$ 24,174.24	06/08/99	\$ 20,749.86	\$ 3,424.38	\$	3,726.39	LPC, cross connect, trunk port charges
BellSouth-Facilities	05/01/99	\$ 63,733.88	\$ 363.98		\$ 64,097.86			\$ 64,097.86			
BellSouth-Facilities	05/18/99	\$ 564,301.05	\$ (3,056.10)		\$ 561,244.95			\$ 561,244.95			
BellSouth-Facilities	06/01/99	\$ 64,242.36	\$ 974.40		\$ 65,216.76			\$ 65,216.76			
Total Facilities		\$ 1,541,278.91	\$ 6,208.02	\$ (6,851.36)	\$ 1,540,635.57		\$ 834,427.44		\$ 708,208.13	\$ 49,038.88	
BellSouth Access	04/01/98	\$ 154.26			\$ 154.26			\$ 154.26			
BellSouth Access	05/01/98	\$ 2,098.74			\$ 2,098.74	07/23/98	\$ 772.06	\$ 1,326.68		1,326.68	ISP Usage.
BellSouth Access	05/20/98	\$ (55.85)			\$ (55.85)			\$ (55.85)			
BellSouth Access	06/01/98	\$ 35,747.54			\$ 35,747.54	08/17/98	\$ 13,204.15	\$ 22,543.39			
BellSouth Access	07/01/98	\$ 76,192.23		\$ 10,099.92	\$ 86,292.15	10/15/98	\$ 7,641.76	\$ 78,650.39		68,550.47	ISP Usage & LPC
BellSouth Access	08/01/98	\$ 146,823.88	\$ 370.74		\$ 147,194.62	10/15/98	\$ 14,689.22	\$ 132,505.40		132,505.40	ISP Usage & LPC
BellSouth Access	09/01/98	\$ 200,477.81	\$ 1,106.89		\$ 201,584.70	10/15/98	\$ 20,057.11	\$ 181,527.59		181,527.59	ISP Usage & LPC
BellSouth Access	10/01/98	\$ 218,621.32	\$ 1,250.57		\$ 219,871.89	11/17/98	\$ 22,095.61	\$ 197,776.28		197,776.28	ISP Usage & LPC
BellSouth Access	11/01/98	\$ 250,163.50	\$ 6,365.06		\$ 256,528.56	01/11/99	\$ 25,022.21	\$ 231,506.35		225,141.29	ISP Usage & LPC
BellSouth Access	12/01/98	\$ 276,250.94	\$ 6,207.78		\$ 282,458.70	01/11/99	\$ 27,631.53	\$ 254,827.17		248,619.41	ISP Usage & LPC
BellSouth Access	01/01/99	\$ 333,228.54	\$ 6,269.83		\$ 339,498.37	02/11/99	\$ 33,330.65	\$ 306,167.72		299,897.89	ISP Usage.
BellSouth Access	02/01/99	\$ 368,271.96	\$ 14,402.42		\$ 382,674.38	03/08/99	\$ 36,245.54	\$ 346,428.84		346,428.84	ISP Usage & LPC
BellSouth Access	03/01/99	\$ 353,159.97	\$ 14,213.14		\$ 367,373.11	05/14/99	\$ 34,876.74	\$ 332,496.37		332,496.37	ISP Usage & LPC
BellSouth Access	04/01/99	\$ 407,077.53	\$ 14,355.27		\$ 421,432.80			\$ 421,432.80			
BellSouth Access	05/01/99	\$ 422,558.69	\$ 25,421.46		\$ 447,980.15			\$ 447,980.15			
BellSouth Access	06/01/99	\$ 458,223.71	\$ 25,326.91		\$ 483,550.62			\$ 483,550.62			
Total Access		\$ 3,548,994.77	\$ 115,280.05	\$ 10,099.92	\$ 3,674,384.74		\$ 235,566.58		\$ 3,438,818.16	\$ 2,034,270.22	
Total GA Outstanding									\$ 4,145,026.29	\$ 2,083,309.10	

Tennessee

Carrier Name	Bill Date	Bill Amount	Late Charges	Account Adjustments	Total Invoiced	Date Payment Received	Payment Amount	Balance Forward	Total Outstanding	Amount Disputed	Dispute Reason
					\$ 94,027.34	10/15/98	\$ 93,909.37	\$ 117.97		\$ 117.97	Recurring charges.
BellSouth-Facilities	05/01/98	\$ 94,027.34			\$ 121,587.55	10/15/98	\$ 117,378.96	\$ 4,208.59		\$ 4,208.59	Late Payment Charges and Recurring & Non-recurring Charges
BellSouth-Facilities	06/01/98	\$ 120,641.21	\$ 946.34		\$ 241,170.97	10/15/98	\$ 235,938.30	\$ 5,232.67		\$ 5,232.67	Late Payment Charges and Recurring Charges
BellSouth-Facilities	07/01/98	\$ 239,014.82	\$ 2,156.15		\$ 20,993.51	10/15/98	\$ 38,674.33	\$ (17,680.82)			
BellSouth-Facilities	08/01/98	\$ 77,587.86	\$ 3,962.29	\$ (60,556.64)	\$ 42,599.93	10/15/98	\$ 40,064.61	\$ 2,535.32		\$ 2,535.32	Late Payment Charges and Recurring Charges
BellSouth-Facilities	09/01/98	\$ 37,822.14	\$ 4,777.79		\$ 87,315.04	11/30/98	\$ 82,528.61	\$ 4,786.43			
BellSouth-Facilities	10/01/98	\$ 83,321.05	\$ 5,191.81	\$ (1,197.82)	\$ 154,143.44	01/11/99	\$ 152,677.88	\$ 1,465.56			
BellSouth-Facilities	11/01/98	\$ 153,326.15	\$ 817.29		\$ 41,033.79	01/18/99	\$ 38,933.60	\$ 2,100.19			
BellSouth-Facilities	12/01/98	\$ 39,500.35	\$ 1,533.44		\$ 149,251.35	02/24/99	\$ 126,729.44	\$ 22,521.91			
BellSouth-Facilities	01/01/99	\$ 147,307.58	\$ 1,943.77		\$ 221,960.30	03/08/99	\$ 199,077.56	\$ 22,882.74		\$ 22,882.74	LPC, port charges, (4) PON's not found, double billing.
BellSouth-Facilities	02/01/99	\$ 220,440.13	\$ 1,520.17		\$ 93,282.79	04/29/99	\$ 91,182.20	\$ 2,100.59		\$ 2,100.59	LPC, Channelization, cross connect and port charges.
BellSouth-Facilities	03/01/99	\$ 90,810.31	\$ 2,472.48		\$ 67,489.74	06/08/99	\$ 64,956.46	\$ 2,533.28		\$ 2,533.28	LPC, cross connect, trunk port charges
BellSouth-Facilities	04/01/99	\$ 66,075.21	\$ 1,414.53		\$ 197,989.96			\$ 197,989.96			
BellSouth-Facilities	05/01/99	\$ 196,812.35	\$ 1,177.61		\$ 236,489.26			\$ 236,489.26			
BellSouth-Facilities	05/18/99	\$ 238,316.65	\$ (1,827.39)		\$ 133,394.48			\$ 133,394.48			
BellSouth-Facilities	06/01/99	\$ 130,255.24	\$ 3,139.24								
Total Facilities		\$ 1,935,258.39	\$ 29,225.52	\$ (61,754.46)	\$ 1,902,729.45		\$1,282,051.32		\$ 620,678.13	\$ 64,144.53	
BellSouth Access	06/01/98	\$ 66.91			\$ 66.91	08/17/98	\$ 49.70	\$ 17.21			
BellSouth Access	07/01/98	\$ 5,568.32			\$ 5,568.32	10/15/98	\$ 2,780.81	\$ 2,787.51		\$ 2,787.51	ISP Usage.
BellSouth Access	08/01/98	\$ 144,234.15	\$ 0.67		\$ 144,234.82	10/15/98	\$ 72,109.40	\$ 72,125.42		\$ 72,125.42	ISP Usage.
BellSouth Access	09/01/98	\$ 348,353.73	\$ 55.86		\$ 348,409.59	01/11/99	\$ 17,415.83	\$ 330,993.76		\$ 330,937.90	ISP Usage.
BellSouth Access	10/01/98	\$ 464,129.20	\$ 56.42		\$ 464,185.62	12/16/98	\$ 23,203.99	\$ 440,981.63		\$ 440,925.21	ISP Usage.
BellSouth Access	11/01/98	\$ 606,186.78	\$ 8,875.25		\$ 615,062.03	01/11/99	\$ 30,296.36	\$ 584,765.67		\$ 575,890.43	ISP Usage.
BellSouth Access	12/01/98	\$ 754,689.67	\$ 8,964.01		\$ 763,653.68	01/11/99	\$ 38,123.46	\$ 725,530.22		\$ 725,530.22	ISP Usage.
BellSouth Access	01/01/99	\$ 1,079,589.99	\$ 8,821.61		\$ 1,088,411.60	02/11/99	\$ 53,954.85	\$ 1,034,456.75		\$ 1,025,635.14	ISP Usage.
BellSouth Access	02/01/99	\$ 1,685,899.72	\$ 32,456.13		\$ 1,718,355.85	03/08/99	\$ 83,625.95	\$ 1,634,729.90		\$ 1,634,729.90	ISP Usage & LPC
BellSouth Access	03/01/99	\$ 2,025,554.10	\$ 32,241.14		\$ 2,057,795.24	05/11/99	\$ 102,096.91	\$ 1,955,698.33		\$ 1,955,698.33	ISP Usage & LPC
BellSouth Access	04/01/99	\$ 2,656,660.65	\$ 32,563.55		\$ 2,689,224.20			\$ 2,689,224.20			
BellSouth Access	05/01/99	\$ 2,730,596.74	\$ 95,734.08		\$ 2,826,330.82			\$ 2,826,330.82			
BellSouth Access	06/01/99	\$ 3,012,750.51	\$ 95,670.45	\$ (5,111.79)	\$ 3,103,309.17			\$ 3,103,309.17			
Total Access		\$ 15,514,280.47	\$15,829,719.64	\$ (5,111.79)			\$ 423,657.26		\$ 15,400,950.59	\$ 6,764,260.06	
Total TN Outstanding									\$ 16,021,628.72	\$ 6,828,404.59	

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2059232438	NC	767403370			Mar-99	\$9,278,437.33	\$438,905.23	\$8,839,532.10	Usage/Late Payment	\$682,798.49 LPC (no LPC on disputed amounts) 95% ISP, 99.8% (1st qtr) 100% (3rd-4th qtr) PLU + .01331 Local & .062352 Intralata rates determine usage paid-dispute \$8156710.43
TOTALS						\$9,278,437.33	\$438,905.23	\$8,839,532.10		

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

May 10, 1999

U S Lec
401 North Tryon Street
Flr 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on (Invoice Number) 7674033702289.

Dear Sir:

BellSouth is withholding payment in the amount of \$8,156,710.43 due to Internet Service Provider (ISP) usage. BellSouth is deducting 95% ISP, 99.8% (1st qtr), 100% (3rd & 4th qtrs) PLU + .062352 Intralata and .01331 Local rates to determine usage paid. BellSouth is also disputing \$682,798.40 Late Payment Charges (no late payment paid on disputed amounts).

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

Please contact June King at 205 714-0206, if you have questions or would like to discuss.

Sincerely,
June King

Service Representative
IPC, BellSouth

Enclosures

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

May 10, 1999

U S Lec
401 North Tryon Street
Flr 10-Suite 1000
Charlotte, NC 28202

Dear Sir;

Enclosed is payment for the attached invoice. Please apply the payment as noted on the attachment. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunications, Inc.
ATTN: INTERCONNECTION PURCHASING CTR
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

If your records reflect another address, please make the necessary changes.

Please contact JOAN BENTLEY 205 714-0026, if you have any questions or would like to discuss.

Sincerely:

RICHARD MCINTIRE

RICHARD MCINTIRE
OPERATIONS DIRECTOR

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2059202891	Ga	835503770			Mar-99	\$367,373.11	\$34,876.74	\$332,496.37	Usage/LPC	Dispute \$13,962.92 LPC (no LPC on disputed amounts) 90% ISP, 99.8% PLU + .015992 Intralata and .00978 Local rates determine usage paid, dispute \$381,533.45
TOTALS						\$367,373.11	\$34,876.74	\$332,496.37		

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

May 7, 1999

U S Lec
401 North Tryon Street
Flr 10-Suite 1000
Charlotte, NC 28202

Dear Sir;

Enclosed is payment for the attached invoice. Please apply the payment as noted on the attachment. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunications, Inc.
ATTN: INTERCONNECTION PURCHASING CTR
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

If your records reflect another address, please make the necessary changes.

Please contact JOAN BENTLEY 205 714-0026, if you have any questions or would like to discuss.

Sincerely:

RICHARD MCINTIRE

RICHARD MCINTIRE
OPERATIONS DIRECTOR

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

May 7, 1999

U S Lec
401 North Tryon Street
Flr 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on (Invoice Number) 8355037702289.

Dear Sir:

BellSouth is withholding payment in the amount of \$318,533.45 due to Internet Service Provider (ISP) usage. BellSouth is deducting 90% ISP, then applying 99.8% (4th qtr) and 99.2% (1st qtr) PLU + .015992 Intralata and .00978 Local rates to determine usage paid. BellSouth is also withholding \$13,962.92 Late Payment (no late payment on disputed amounts).

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

Please contact June King at 205 714-0206, if you have questions or would like to discuss.

Sincerely,
June King

Service Representative
IPC, BellSouth

Enclosures

PLEASE APPLY BELL SOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2059202909	Tn	835603770			Mar-99	\$2,057,795.24	\$102,096.91	\$1,955,698.33	Usage/LPC	Dispute \$31,150.74 LPC (no LPC on disputed amounts) 95% ISP, 97.3% PLU + .036547 Intralata and .01954 Local rates determine usage paid, dispute \$1,924,547.59
TOTALS						\$2,057,795.24	\$102,096.91	\$1,955,698.33		

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

May 7, 1999

U S Lec
401 North Tryon Street
Flr 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on (Invoice Number) 8356037702289.

Dear Sir:

BellSouth is withholding payment in the amount of \$1,924,547.59 due to Internet Service Provider (ISP) usage. BellSouth is deducting 95% ISP, then applying 50% (3rd qtr), 98.7% (4th qtr) and 97.3% (1st qtr) PLU + .036547 Intralata and .01954 Local rates to determine usage paid. BellSouth is also withholding \$31,150.74 Late Payment (no late payment on disputed amounts).

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203

Please contact June King at 205 714-0206, if you have questions or would like to discuss.

Sincerely,
June King

Service Representative
IPC, BellSouth

Enclosures

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2059202882	FI	869203770			Mar-99	\$79,256.25	\$7,713.08	\$71,543.17	Usage/LPC	Dispute \$146.00 LPC (no LPC on disputed amounts) 90% ISP, 88.9% PLU + .04235 Intralata and .01028 Local rates determine usage paid, dispute \$71,397.17
TOTALS						\$79,256.25	\$7,713.08	\$71,543.17		

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

May 7, 1999

U S Lec
401 North Tryon Street
Flr 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on (Invoice Number) 8692037702289.

Dear Sir:

BellSouth is withholding payment in the amount of \$71,397.17 due to Internet Service Provider (ISP) usage. BellSouth is deducting 90% ISP, then applying 88.9 PLU + .04235 Intralata and .01028 Local rates to determine usage paid. BellSouth is also withholding \$146.00 Late Payment (no late payment on disputed amounts).

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

Please contact June King at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

June King

Service Representative
IPC, BellSouth

Enclosures

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2058699881	Tn	835603770			Feb-99	\$1,718,355.85	\$83,625.95	\$1,634,729.90	Usage/LPC	Dispute \$32,456.13 late payment chages (all invoices paid) 95% ISP, 97.3% PLU + .037247 Intralata rate and .01941 Local rate determines usage paid..dispute \$1,602,273.77
2058712571	NC	767403770			Feb-99	\$9,376,670.34	\$434,728.96	\$8,941,941.38	Usage/LPC	Dispute \$685,186.38 late payment charges (all invoices paid) 95% ISP, 99.8% PLU + .063572 Intralata rate and .01331 Local rate determines usage paid..dispute \$8,256,755.00
TOTALS						\$11,095,026.19	\$518,354.91	\$10,576,671.28		

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

March 8, 1999

U S Lec
401 North Tryon Street
Flr 10-Suite 1000
Charlotte, NC 28202
Attn: Charlene Law

Re: Disputed billing on (Invoice Numbers) 835603770 and 767403770.

Dear Charlene:

BellSouth is withholding payment on 835603770 in the amount of \$1,602,273.77 and \$8,256,755. due to Internet Service Provider (ISP) usage. BellSouth is deducting ISP usage, then applying the appropriate PLU and Intralata rate to determine the amount of usage paid. BellSouth is also disputing all late payment charges (all invoices have been paid).

Please apply payment as noted on the enclosed attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

Please contact June King at 205 714-0206, if you have questions or would like to discuss.

Sincerely,
June King

Service Representative
IPC, BellSouth

Enclosures

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

March 8, 1999

U S Lec
401 N Tryon Street
Flr 10-Suite 1000
Charlotte, NC 28202
Attn: Charlene Law

Dear Charlene;

Enclosed are payments for the attached invoices. Please apply the payment as noted on the attachment. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunications, Inc.
ATTN: INTERCONNECTION PURCHASING CTR
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

If your records reflect another address, please make the necessary changes.

Please contact JOAN BENTLEY 205 714-0026, if you have any questions or would like to discuss.

Sincerely:

RICHARD MCINTIRE

RICHARD MCINTIRE
OPERATIONS DIRECTOR

PLEASE APPLY BELL SOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2058671468	Ga	835503770			Feb-99	\$382,674.38	\$36,245.54	\$346,428.84	Usage/LPC	Dispute late payment charges \$14,402.42, all invoices paid. 90% ISP, 99.2% PLU + .016732 Intralata rate and .00978 Local rate determines usage paid..dispute \$332,026.42
2058671459	Fl	869203770			Feb-99	\$34,173.50	\$12,356.98	\$21,816.52	Usage/LPC	Dispute late payment charges \$173.79, all invoices paid. 50% ISP, 99.8% PLU + .02733 Intralata rate and .01028 Local rate determines usage paid...dispute \$21,642.73
TOTALS						\$416,847.88	\$48,602.52	\$368,245.36		

3/5/99

1 OF 1

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2058460391	Ga	835503771			Jan-99	\$339,498.37	\$33,330.65	\$299,897.89	Usage/LPC	90% ISP, 99.6% PLU + .016732 Intralata and .00978 Local rates determine the amount of usage to be paid
TOTALS						\$339,498.37	\$33,330.65	\$299,897.89		

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2058460382	Tn	835603771			Jan-99	\$1,088,411.60	\$53,954.85	\$1,025,635.14	Usage/LPC	95% ISP, 98.7% PLU + .037247 Intralata and .01941 Local rates determine amount of usage to be paid
TOTALS						\$1,088,411.60	\$53,954.85	\$1,025,635.14		

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2058534524	FL				Jan-99	\$12,197.43	\$1,188.28	\$11,005.28	ISP	ISP 50%, PLU 98.1% intralata rate per BellSouth tariff and local rate per contract.
TOTALS							\$1,188.28			

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

February 16, 1999

U S LEC
Transamerica Square
401 N Tryon St. Suite 1000
Charlotte, NC 28202

Re: Disputed billing and payment on invoice January 1999 (8692037712318).

Dear Sir or Madam::

BellSouth is withholding payment on invoice for January 1999 in the amount of (\$11005.28) due to Internet Service Provider (ISP) usage. BellSouth is deducting ISP usage, then applying the appropriate PLU and IntraLATA rate to determine the amount of usage to be paid.

Our address has changed. Your assistance is needed to ensure timely receipt of the reciprocal compensation invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203

Please contact Gloria A. Orr (205 714-0207), if you have questions or would like to discuss.

Sincerely,

Gloria A Orr

Gloria A Orr
Service Representative

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
0258486788	NC	767402771			Jan-99	\$8,530,867.91	\$403,707.71	\$8,127,160.20	Usage/LPC	Dispute all LPC, all invoices paid. 95% ISP, 100% PLU + .063572 Intralata and .01331 Local rates determine usage paid (\$7,670,446.53 disputed)
TOTALS						\$8,530,867.91	\$403,707.71	\$8,127,160.20		

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

February 11, 1999

U S Lec
401 North Tryon Street
Flr 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on (Invoice Number) 767403771.

Dear Sir:

BellSouth is withholding payment in the amount of \$7,670,446.53 due to Internet Service Provider (ISP) usage. BellSouth is deducting 95% ISP usage, then applying the appropriate 100% PLU, .063572 Intralata rate and .01331 Local rate to determine the amount of usage to be paid. BellSouth is also disputing LPC, all invoices have been paid.

Please apply payment as noted on the enclosed attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

Please contact June King at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

June King

Service Representative
IPC, BellSouth

Enclosures

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

February 11, 1999

U S Lec
401 North Tryon Street
Flr 10-Suite 1000
Charlotte, NC 28202

Dear Sir;

Enclosed are payments for the attached invoices. Please apply the payment as noted on the attachment. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunications, Inc.
ATTN: INTERCONNECTION PURCHASING CTR
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

If your records reflect another address, please make the necessary changes.

Please contact JOAN BENTLEY 205 714-0026, if you have any questions or would like to discuss.

Sincerely:

RICHARD MCINTIRE

RICHARD MCINTIRE
OPERATIONS DIRECTOR

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S LEC

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2058132647	TN				Nov-98	\$606,186.78	\$30,296.36	\$575,890.43	ISP	isp 95%, plu 99.7% plus intralata and local rates determine amount of usage to be paid.
2058132638	TN				Dec-98	\$763,653.68	\$38,123.46	\$725,530.22	ISP and LPC	isp 95%, plu 99.7% plus intralata and local rates determine amount of usage to be paid. Paid \$406.20 LPC.I
2058132611	FL				Dec-98	\$5,821.42	\$2,836.38	\$2,985.04	ISP	isp 95%, plu 99.7% plus intralata and local rates determine amount of usage to be paid.
2058142664	GA				Dec-98	\$276,250.94	\$27,631.53	\$248,619.41	ISP	isp 95%, plu 99.7% plus intralata and local rates determine amount of usage to be paid.
2058132629	GA				Nov-98	\$250,163.50	\$25,022.21	\$225,141.29	ISP	isp 95%, plu 99.7% plus intralata and local rates determine amount of usage to be paid.
TOTALS						\$1,902,076.32	\$123,909.94	\$1,778,166.39		

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

U S Lec
401 North Tryon Street
Floor 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on (Invoice Number) 7674037711308.

Dear Sir:

BellSouth is withholding payment in the amount of \$7,593,859.96 due to Internet Service Provider (ISP) usage. BellSouth is deducting ISP usage 95%, then applying the appropriate PLU 100% , Intralata rate .067357 and Local rate .01331 to determine the amount of usage to be paid.

Please apply payment as noted on the enclosed attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

Please contact Joan Bentley at 205 714-0026, if you have questions or would like to discuss.

Sincerely,
June King

Service Representative
IPC, BellSouth

Enclosures

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

January 11, 1999

U S Lec
401 North Tryon Street
Floor 10-Suite 1000
Charlotte, NC 28202

Dear Sir,

Enclosed is payment for the attached invoice. Please apply the payment as noted on the attachment. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunications, Inc.
ATTN: INTERCONNECTION PURCHASING CTR
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

If your records reflect another address, please make the necessary changes.

Please contact JOAN BENTLEY 205 714-0026, if you have any questions or would like to discuss.

Sincerely:

RICHARD MCINTIRE

RICHARD MCINTIRE
OPERATIONS DIRECTOR

PLEASE APPLY BELL SOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: <u> </u> U S LEC								
CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2058246389	Tn	98335	Dec-98	\$39,500.35	\$38,933.60	\$566.75	Non recurring/recurring	Dispute all Trunk Port charges
	Ga		Dec-98	\$22,095.95	\$20,676.37	\$1,419.58	Recurring	Dispute all Trunk Port charges, partial recurring charges billed incorrect amounts
	Fl		Dec-98	\$22,115.00	\$22,115.00	\$0.00	Recurring	
	NC		Dec-98	\$317,003.39	\$295,002.88	\$22,000.51	Rec/Non recurring/////LPC	Dispute all LPC \$8,410.82(all Invoices paid), Trunk port charges & partial recurring charges billed incorrect
2058246362	NC	76740377113 08	Dec-98	\$8,453,556.27		\$8,043,262.15	Usage/LPC	Dispute LPC \$449,402.19 (LPC paid only on verified unpaid amounts..\$7,593,859.96 usage withhed due to ISP, PLU, Intra & Local rates
TOTALS				\$8,854,270.96	\$376,727.85	\$8,067,248.99		

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

January 11, 1999

U S Lec
401 North Tryon Street
Floor 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on (Invoice Number) 98335.

Dear Sir:

BellSouth is withholding payment in the amount of \$8,067,248.99 due to dispute of Trunk Port Charges, partial recurring charges billed incorrect amounts, and LPC. Please see attachment for further explanation of disputed amounts, and for application of payments to the account.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

Please contact Joan Bentley at 205 714-0026, if you have questions or would like to discuss.

Sincerely,
Joan King

Service Representative
IPC, BellSouth

Enclosures

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S LEC

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2058246371	NC		U S LEC		Nov-98	\$7,087,537.56	\$354,376.87	\$6,733,160.69	ISP	ISP and PLU factors used to calculate local usage to be paid.
TOTALS						\$7,087,537.56	\$354,376.87	\$6,733,160.69		

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

January 18, 1999

**U S LEC
212 Tryon St
Suite 1540
Charlotte, NC 28281**

Dear Sir or Madam:

Enclosed are the payments for the attached list of invoices. Please apply the payments as noted on the attachment. BellSouth is paying the invoices prior to complete bill verification. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunications, Inc.
ATTN: INTERCONNECTION PURCHASING CTR
600 North 19th Street
7TH Floor
Birmingham, AL 35203**

If your records reflect another address, please make the necessary changes.

Please contact JOAN BENTLEY 205 714-0026, if you have any questions or would like to discuss.

Sincerely:

RICHARD MCINTIRE

**RICHARD MCINTIRE
OPERATIONS DIRECTOR**

PLEASE APPLY BELL SOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2058432626	FL	8.69204E+12	Usage-FL-0998		Nov-98	\$1,809.58	\$881.67	\$927.91	Usage	50% ISP, 98.1% PLU + Intralata and .02733 Local rates determine the amount of usage to be paid
TOTALS						\$1,809.58	\$881.67	\$927.91		

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S LEC

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2058132647	TN				Nov-98	\$606,186.78	\$30,296.36	\$575,890.43	ISP	isp 95%, plu 99.7% plus intralata and local rates determine amount of usage to be paid.
2058132638	TN				Dec-98	\$763,653.68	\$38,123.46	\$725,530.22	ISP and LPC	isp 95%, plu 99.7% plus intralata and local rates determine amount of usage to be paid.Paid \$406.20 LPC.I
2058132611	FL				Dec-98	\$5,821.42	\$2,836.38	\$2,985.04	ISP	isp 95%, plu 99.7% plus intralata and local rates determine amount of usage to be paid.
2058142664	GA				Dec-98	\$276,250.94	\$27,631.53	\$248,619.41	ISP	isp 95%, plu 99.7% plus intralata and local rates determine amount of usage to be paid.
2058132629	GA				Nov-98	\$250,163.50	\$25,022.21	\$225,141.29	ISP	isp 95%, plu 99.7% plus intralata and local rates determine amount of usage to be paid.
TOTALS						\$1,902,076.32	\$123,909.94	\$1,778,166.39		

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

February 4, 1999

U S Lec
401 North Tryon Street
Flr 10-Suite 1000
Charlotte, NC 28202

Re: Payment on (Invoice Number) 8692037710318.

Dear Sir:

Enclosed is payment for the above invoice which was shown on a spreadsheet as direct deposit. We apologize for any inconvenience this may have caused you..

Please apply payment as noted on the enclosed attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

Please contact June King at 205 714-0206, if you have questions or would like to discuss.

Sincerely,
June King

Service Representative
IPC, BellSouth

Enclosures

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2057981249	Tn	83560377FGD	USAGE- TN-0698		Oct-98	\$464,129.20	\$23,203.99	\$440,925.21	Usage	95% ISP, 99.7% PLU + Intra lata and Local rates determine amount paid for usage
										12
TOTALS						\$464,129.20	\$23,203.99	\$440,925.21		

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

December 8, 1998

U S Lec
401 North Tryon Street
Flr 10-Ste 1000
Charlotte, NC 28202

Re: Disputed billing on (Invoice Number) 83560377FGD.

Dear Sir:

BellSouth is withholding payment in the amount of \$440,925.21 due to Internet Service Provider (ISP) usage. BellSouth is deducting ISP usage, then applying the PLU and rate to determine the amount of usage to pay.

Enclosed is payment for the attached invoice. Please apply payment as noted on the attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203

Please contact Joan Bentley at 205 714-0026, if you have questions or would like to discuss.

Sincerely,
Joan King

Service Representative
IPC, BellSouth

Enclosures

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

December 8, 1998

U S Lec
401 North Tryon Street
Flr 10-Ste. 1000
Charlotte, NC 28202

Dear Sir:

Enclosed are the payments for the attached list of invoices. Please apply the payments as noted on the attachment. BellSouth is paying the invoices prior to complete bill verification. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunications, Inc.
ATTN: INTERCONNECTION PURCHASING CTR
600 North 19th Street
7th Floor
Birmingham, Al. 35203

If your records reflect another address, please make the necessary changes.

Please contact JOAN BENTLEY 205 714-0026, if you have any questions or would like to discuss.

Sincerely:

RICHARD MCINTIRE

RICHARD MCINTIRE
OPERATIONS DIRECTOR

APPLY ENCLOSED CHECKS AS FOLLOWS:

CHECK#	INVOICE #	INVOICE DATE	AMOUNT PAID	TOTAL INVOICED	TOTAL WITHHELD
2057715911	8355037709308	10-07-98	\$22,095.61	\$219,871.89	\$197,776.28
	8692037709308	10-07-98	\$344.68	\$708.38	\$363.70
		TOTAL:	\$22,440.29	\$220,580.27	\$198,139.98
TOTALS					

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

November 9, 1998

U S Lec
401 North Tryon Street
Flr 10-Ste. 1000
Charlotte, NC 28202

Dear Sir:

Enclosed are the payments for the attached list of invoices. Please apply the payments as noted on the attachment. BellSouth is paying the invoices prior to complete bill verification. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunications, Inc.
ATTN: INTERCONNECTION PURCHASING CTR
600 North 19th Street
7th Floor
Birmingham, Al. 35203

If your records reflect another address, please make the necessary changes.

Please contact JOAN BENTLEY 205 714-0026, if you have any questions or would like to discuss.

Sincerely:

RICHARD MCINTIRE

RICHARD MCINTIRE
OPERATIONS DIRECTOR

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

November 9, 1998

U S Lec
401 North Tryon Street
Flr 10, Ste. 1000
Charlotte, NC 28202

Re: Disputed billing on (Invoice Numbers) 8692037709308 & 8355037709308.

Dear Sir:

BellSouth is withholding payment on 8692037709308 in the amount of \$363.70 and \$196,749.02 due to Internet Service Provider (ISP) usage. BellSouth is deducting ISP usage, then applying the appropriate PLU and rate to determine the amount of IntraLATA usage to pay. BellSouth is also withholding 1,027.26 on LPC.

Enclosed is payment for the attached list. Please apply payment as noted on the attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203

Please contact Joan Bentley at 205 714-0026, if you have questions or would like to discuss.

Sincerely,
June King

Service Representative
IPC, BellSouth

Enclosures

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

January 6, 1999

US Lec

401 North Tryon Street

Fir Charlotte, NC 28202

Re: Disputed billing and payment on invoice 83560377FGD.

Dear Sir:

BellSouth is withholding payment in the amount of \$440,925.21 for 83560377FGD due to Internet Service Provider (ISP) usage as described in a previous correspondence dated December 8, 1998.

At this time, no resolution has been reached regarding these charges. Please provide written notification to BellSouth if additional information is needed to assist with the investigation and resolution of the disputed charges. If a decision is made to adjust the charges or render a corrected statement please contact the BellSouth Interconnection Purchasing Center Service Representative handling your account, June King at 800-666-0580 at extension 2164.

If a face to face meeting or conference call including experts from both companies is needed to resolve the issue BellSouth will comply. Please contact me at Joan Bentley at 800-666-0580 at extension 0026 should you have questions regarding this matter.

Sincerely,

Joan Bentley

Manager

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

January 6, 1999

US Lec

401 North Tryon Street

Fir Charlotte, NC 28202

Re: Disputed billing and payment on invoice 8692037709308.

Dear Sir:

BellSouth is withholding payment in the amount of \$363.70 for 8692037709308 due to Internet Service Provider (ISP) usage as described in a previous correspondence dated November 9, 1998

At this time, no resolution has been reached regarding these charges. Please provide written notification to BellSouth if additional information is needed to assist with the investigation and resolution of the disputed charges. If a decision is made to adjust the charges or render a corrected statement please contact the BellSouth Interconnection Purchasing Center Service Representative handling your account, June King at 800-666-0580 at extension 2164.

If a face to face meeting or conference call including experts from both companies is needed to resolve the issue BellSouth will comply. Please contact me at Joan Bentley at 800-666-0580 at extension 0026 should you have questions regarding this matter.

Sincerely,

Joan Bentley

Manager

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

January 6, 1999

U S Lec

401 North Tryon Street

Fir Charlotte, NC 28202

Re: Disputed billing and payment on invoice 8355037709308.

Dear Sir:

BellSouth is withholding payment in the amount of \$1027.26 for Late Payment Charges as described in a previous correspondence dated November 9, 1998

At this time, no resolution has been reached regarding these charges. Please provide written notification to BellSouth if additional information is needed to assist with the investigation and resolution of the disputed charges. If a decision is made to adjust the charges or render a corrected statement please contact the BellSouth Interconnection Purchasing Center Service Representative handling your account, June King at 800-666-0580 at extension 2164.

If a face to face meeting or conference call including experts from both companies is needed to resolve the issue BellSouth will comply. Please contact me at Joan Bentley at 800-666-0580 at extension 0026 should you have questions regarding this matter.

Sincerely,

Joan Bentley

Manager

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

January 6, 1999

U S Lec

401 North Tryon Street

Fir Charlotte, NC 28202

Re: Disputed billing and payment on invoice 8355037709308.

Dear Sir:

BellSouth is withholding payment in the amount of \$196,749.052 for 8355037709308 due to Internet Service Provider (ISP) as described in a previous correspondence dated November 9, 1998

At this time, no resolution has been reached regarding these charges. Please provide written notification to BellSouth if additional information is needed to assist with the investigation and resolution of the disputed charges. If a decision is made to adjust the charges or render a corrected statement please contact the BellSouth Interconnection Purchasing Center Service Representative handling your account, June King at 800-666-0580 at extension 2164.

If a face to face meeting or conference call including experts from both companies is needed to resolve the issue BellSouth will comply. Please contact me at Joan Bentley at 800-666-0580 at extension 0026 should you have questions regarding this matter.

Sincerely,

Joan Bentley

Manager

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S LEC

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2058605417	NC				Dec-98 Oct 98	\$5,422,571.13	\$271,128.55	\$5,151,442.58	ISP	ISP 95% and PLU 100%
TOTALS							\$271,128.55			

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

March 1, 1999

U S Lec
401 North Tryon Street
Flr 10-Suite 1000
Charlotte, NC 28202
Attn: Charlene Law

Dear Charlene;

Enclosed are payments for the attached invoices. Please apply the payment as noted on the attachment. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunications, Inc.
ATTN: INTERCONNECTION PURCHASING CTR
600 North 19th Street
7th Floor
Birmingham, AL 35203

If your records reflect another address, please make the necessary changes.

Please contact JOAN BENTLEY 205 714-0026, if you have any questions or would like to discuss.

Sincerely:

RICHARD MCINTIRE

RICHARD MCINTIRE
OPERATIONS DIRECTOR

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

March 1, 1999

**U S LEC
Transamerica Square
401 N Tryon St. Suite 1000
Charlotte, NC 28202**

Enclosed are the payments for the attached list of invoices. Please apply the payments as noted on the attachment. BellSouth is paying the invoices prior to complete bill verification. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the reciprocal compensation invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunications, Inc.
ATTN: INTERCONNECTION PURCHASING CTR
600 North 19th Street
7TH Floor
Birmingham, AL 35203**

If your records reflect another address, please make the necessary changes.

Please contact Gloria A Orr 205 714-0207, if you have any questions or would like to discuss.

Sincerely:

Joan Bentley

**Joan Bentley
Manager**

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S LEC

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2058093632	TN				Sep-98	\$348,353.73	\$17,415.83	\$330,937.90	ISP	ISP 95% and PLU 99.7%
TOTALS						\$348,353.73	\$17,415.83			

Exhibit D, Page 50 of 125

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

December 23, 1998

U S LEC
Attn: Accounts Payable
Transamerica Square
401 North Tryon Street
Suite 1000
Charlotte, NC 28202

Dear Sir or Madam:

Enclosed are payments for the attached list of invoices. Please apply the payments as noted on the attachment. BellSouth is paying the invoices prior to complete bill verification. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunications Inc.
ATTN: Interconnection Purchasing Center
600 N. 19th Street
7th Floor
Birmingham, Al 35203

If your records reflect another address, please make the necessary changes.

Please contact Joan Bentley at 714- 0026 if you have questions or would like to discuss.

Sincerely:

JOAN BENTLEY

Supervisor

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S LEC

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2058068063	NC				Jul-98	\$4,658,051.14	✓ \$232,922.75	\$4,425,128.39	ISP	ISP 95% and PLU 99.9%
						\$129,264.65	\$0.00	\$129,264.65	LPC	
2058068045	NC				Aug-98	\$5,184,137.77	✓ \$259,206.89	\$4,924,930.88	ISP	ISP 95% and PLU 100%
						\$129,264.65	\$0.00	\$129,264.65	LPC	
2058068072	NC				Sep-98	\$5,969,404.53	✓ \$298,470.22	\$5,670,934.31	ISP	ISP 95% and PLU 99.9%,100.0%
						\$285,978.14	\$0.00	\$285,978.14	LPC	
TOTALS										

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

December 22, 1998

U S LEC
Transamerica Square
401 N Tryon St. Suite 1000
Charlotte, NC 28202

Dear Sir:

Enclosed are payments for the attached list of invoices. Please apply the payments as noted on the attachment. BellSouth is paying the invoices prior to complete bill verification. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunications Inc.
ATTN: Interconnection Purchasing Center
600 N. 19th Street
7th Floor
Birmingham, Al 35203

If your records reflect another address, please make the necessary changes.

Please contact Joan Bentley at 714- 0026 if you have questions or would like to discuss.

Sincerely:

JOAN BENTLEY

Supervisor

APPLY ENCLOSED CHECKS AS FOLLOWS:

CHECK#	INVOICE #	INVOICE DATE	AMOUNT PAID	TOTAL INVOICED	TOTAL WITHHELD
2057458826	8355037706308	07-01-98	\$7,641.76	\$76,192.23	\$68,550.47
	8356037706308	07-01-98	\$2,780.81	\$5,568.32	\$2,787.51
	8355037707318	08-01-98	\$14,689.22	\$147,194.62	\$132,505.40
	8356037707318	08-01-98	\$72,109.40	\$144,234.82	\$72,125.42
	8692037708318	09-01-98	\$11.21	\$23.09	\$11.88
	8355037708318	09-01-98	\$20,057.11	\$201,584.70	\$181,527.59
		TOTAL:	\$117,289.51	\$574,797.78	\$457,508.27
TOTALS					

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203

October 5, 1998

Time Warner
PO Box 2017
Mechanicsburg, Pa. 17055-2017

Re: Disputed billing on (Invoice Numbers) 98244 (NC Usage & Facilities) and 98213 (NC Usage-Facilities, Fl Facilities & Tn Usage).

Dear Sir:

BellSouth is withholding payment on 98244 in the amount of \$111,298.65, on 98213 (NC) \$55,699.33 & 98213 (Tn) \$168,862.19 due to Internet Service Provider(ISP) usage. BellSouth is deducting ISP usage, then applying the appropriate PLU and rate to determine the amount of IntraLATA usage to pay. BellSouth is also withholding \$172,650.84 for Interstate usage on 98213 (Tn), \$10,043.16 Recurring on 98213-98244 (NC) and \$7,805.58 Non Recurring on 98213-98244 (NC).

Enclosed are payments for the attached list of invoices. Please apply payment as noted on the attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203

Please contact Joan Bentley at 205 714-0026, if you have questions or would like to discuss.

Sincerely,
June King

Service Representative
IPC, BellSouth

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203

October 5, 1998

U S Lec
401 North Tryon Street
Flr 10-Suite 1000
Charlotte, NC 28202

Dear Todd:

Enclosed are the payments for the attached list of invoices. Please apply the payments as noted on the attachment. BellSouth is paying the invoices prior to complete bill verification. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunications, Inc.
ATTN: INTERCONNECTION PURCHASING CTR
600 North 19th Street
7th Floor
Birmingham, Al. 35203

If your records reflect another address, please make the necessary changes.

Please contact JOAN BENTLEY 205 714-0026, if you have any questions or would like to discuss.

Sincerely:

RICHARD MCINTIRE

RICHARD MCINTIRE
OPERATIONS DIRECTOR

RECEIVED OCT 13 1998

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S LEC

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES. NOTED ABOVE
2058068063	NC				Jul-98	\$4,658,051.14	✓ \$232,922.75	\$4,425,128.39	ISP	ISP 95% and PLU 99.9%
						\$129,264.65	\$0.00	\$129,264.65	LPC	
2058068045	NC				Aug-98	\$5,184,137.77	✓ \$259,206.89	\$4,924,930.88	ISP	ISP 95% and PLU 100%
						\$129,264.65	\$0.00	\$129,264.65	LPC	
2058068072	NC				Sep-98	\$5,969,404.53	✓ \$298,470.22	\$5,670,934.31	ISP	ISP 95% and PLU 99.9%,100.0%
						\$285,978.14	\$0.00	\$285,978.14	LPC	
TOTALS										

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

December 22, 1998

U S LEC
Transamerica Square
401 N Tryon St. Suite 1000
Charlotte, NC 28202

Dear Sir:

Enclosed are payments for the attached list of invoices. Please apply the payments as noted on the attachment. BellSouth is paying the invoices prior to complete bill verification. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunications Inc.
ATTN: Interconnection Purchasing Center
600 N. 19th Street
7th Floor
Birmingham, Al 35203

If your records reflect another address, please make the necessary changes.

Please contact Joan Bentley at 714- 0026 if you have questions or would like to discuss.

Sincerely:

JOAN BENTLEY

Supervisor

APPLY ENCLOSED CHECKS AS FOLLOWS:

CHECK#	INVOICE #	INVOICE DATE	AMOUNT PAID	TOTAL INVOICED	TOTAL WITHHELD
2057458826	8355037706308	07-01-98	\$7,641.76	\$76,192.23	\$68,550.47
	8356037706308	07-01-98	\$2,780.81	\$5,568.32	\$2,787.51
	8355037707318	08-01-98	\$14,689.22	\$147,194.62	\$132,505.40
	8356037707318	08-01-98	\$72,109.40	\$144,234.82	\$72,125.42
	8692037708318	09-01-98	\$11.21	\$23.09	\$11.88
	8355037708318	09-01-98	\$20,057.11	\$201,584.70	\$181,527.59
		TOTAL:	\$117,289.51	\$574,797.78	\$457,508.27
TOTALS					

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203

October 5, 1998

U S Lec
401 North Tryon Street
Flr 10-Suite 1000
Charlotte, NC 28202

Dear Todd:

Enclosed are the payments for the attached list of invoices. Please apply the payments as noted on the attachment. BellSouth is paying the invoices prior to complete bill verification. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunications, Inc.
ATTN: INTERCONNECTION PURCHASING CTR
600 North 19th Street
7th Floor
Birmingham, Al. 35203

If your records reflect another address, please make the necessary changes.

Please contact JOAN BENTLEY 205 714-0026, if you have any questions or would like to discuss.

Sincerely:

RICHARD MCINTIRE

RICHARD MCINTIRE
OPERATIONS DIRECTOR

RECEIVED OCT 13 1998

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203

October 5, 1998

Time Warner
PO Box 2017
Mechanicsburg, Pa. 17055-2017

Re: Disputed billing on (Invoice Numbers) 98244 (NC Usage & Facilities) and 98213 (NC Usage-Facilities, FI Facilities & Tn Usage).

Dear Sir:

BellSouth is withholding payment on 98244 in the amount of \$111,298.65, on 98213 (NC) \$55,699.33 & 98213 (Tn) \$168,862.19 due to Internet Service Provider(ISP) usage. BellSouth is deducting ISP usage, then applying the appropriate PLU and rate to determine the amount of IntraLATA usage to pay. BellSouth is also withholding \$172,650.84 for Interstate usage on 98213 (Tn), \$10,043.16 Recurring on 98213-98244 (NC) and \$7,805.58 Non Recurring on 98213-98244 (NC).

Enclosed are payments for the attached list of invoices. Please apply payment as noted on the attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203

Please contact Joan Bentley at 205 714-0026, if you have questions or would like to discuss.

Sincerely,
June King

Service Representative
IPC, BellSouth

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S LEC

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
/ 2058068063	NC				Jul-98	\$4,658,051.14	✓ \$232,922.75	\$4,425,128.39	ISP	ISP 95% and PLU 99.9%
						\$129,264.65	\$0.00	\$129,264.65	LPC	
/ 2058068045	NC				Aug-98	\$5,184,137.77	✓ \$259,206.89	\$4,924,930.88	ISP	ISP 95% and PLU 100%
						\$129,264.65	\$0.00	\$129,264.65	LPC	
/ 2058068072	NC				Sep-98	\$5,969,404.53	✓ \$298,470.22	\$5,670,934.31	ISP	ISP 95% and PLU 99.9%,100.0%
						\$285,978.14	\$0.00	\$285,978.14	LPC	
TOTALS										

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

December 22, 1998

U S LEC
Transamerica Square
401 N Tryon St. Suite 1000
Charlotte, NC 28202

Dear Sir:

Enclosed are payments for the attached list of invoices. Please apply the payments as noted on the attachment. BellSouth is paying the invoices prior to complete bill verification. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunications Inc.
ATTN: Interconnection Purchasing Center
600 N. 19th Street
7th Floor
Birmingham, Al 35203

If your records reflect another address, please make the necessary changes.

Please contact Joan Bentley at 714- 0026 if you have questions or would like to discuss.

Sincerely:

JOAN BENTLEY

Supervisor

APPLY ENCLOSED CHECKS AS FOLLOWS:

CHECK#	INVOICE #	INVOICE DATE	AMOUNT PAID	TOTAL INVOICED	TOTAL WITHHELD
2057458826	8355037706308	07-01-98	\$7,641.76	\$76,192.23	\$68,550.47
	8356037706308	07-01-98	\$2,780.81	\$5,568.32	\$2,787.51
	8355037707318	08-01-98	\$14,689.22	\$147,194.62	\$132,505.40
	8356037707318	08-01-98	\$72,109.40	\$144,234.82	\$72,125.42
	8692037708318	09-01-98	\$11.21	\$23.09	\$11.88
	8355037708318	09-01-98	\$20,057.11	\$201,584.70	\$181,527.59
		TOTAL:	\$117,289.51	\$574,797.78	\$457,508.27
TOTALS					

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203

October 5, 1998

U S Lec
401 North Tryon Street
Flr 10-Suite 1000
Charlotte, NC 28202

Dear Todd:

Enclosed are the payments for the attached list of invoices. Please apply the payments as noted on the attachment. BellSouth is paying the invoices prior to complete bill verification. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunications, Inc.
ATTN: INTERCONNECTION PURCHASING CTR
600 North 19th Street
7th Floor
Birmingham, Al. 35203

If your records reflect another address, please make the necessary changes.

Please contact JOAN BENTLEY 205 714-0026, if you have any questions or would like to discuss.

Sincerely:

RICHARD MCINTIRE

RICHARD MCINTIRE
OPERATIONS DIRECTOR

RECEIVED OCT 13 1998

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203

October 5, 1998

Time Warner
PO Box 2017
Mechanicsburg, Pa. 17055-2017

Re: Disputed billing on (Invoice Numbers) 98244 (NC Usage & Facilities) and 98213 (NC Usage-Facilities, FI Facilities & Tn Usage).

Dear Sir:

BellSouth is withholding payment on 98244 in the amount of \$111,298.65, on 98213 (NC) \$55,699.33 & 98213 (Tn) \$168,862.19 due to Internet Service Provider(ISP) usage. BellSouth is deducting ISP usage, then applying the appropriate PLU and rate to determine the amount of IntraLATA usage to pay. BellSouth is also withholding \$172,650.84 for Interstate usage on 98213 (Tn), \$10,043.16 Recurring on 98213-98244 (NC) and \$7,805.58 Non Recurring on 98213-98244 (NC).

Enclosed are payments for the attached list of invoices. Please apply payment as noted on the attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203

Please contact Joan Bentley at 205 714-0026, if you have questions or would like to discuss.

Sincerely,
Jane King

Service Representative
IPC, BellSouth

CHECK#	ACCOUNT#	BILL PERIOD	INVOICE DATE	AMOUNT PAID	TOTAL INVOICED	TOTAL WITHHELD
20575036228	76740377FGD		06/98	\$202,261.17	\$4,164,780.14	\$3,962,518.97
	747603770519LCL		05/98	\$0.00	\$3,232,273.36	\$3,232,273.36
TOTALS				\$202,261.17	\$7,402,378.48	\$7,194,792.33

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203

October 15, 1998

U S LEC
212 South Tryon Street
Suite 1540
Charlotte, North Carolina 28281

Re: Payment and Disputed billing on invoice for June 1998 (76740377053188) and for May 1998 (747603770519LCL).

Dear Sir:

BellSouth is withholding payments in the amount of (\$3,834,570.17) due to Internet Service Provider (ISP) usage. BellSouth is deducting ISP usage, then applying the appropriate PLU and rate to determine the amount of IntraLATA usage to pay.

BellSouth is also withholding payments in the amount of (\$127,948.80) for Late Payment Charges and (\$3,237,598.34) previously billed invoices for additional May 1998 invoice.

Enclosed are payments for the attached list of invoices. Please apply payments as noted on the attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203

Please contact Gloria A Orr (800 666-0580) ext 2165, if you have questions or would like to discuss.

Sincerely,

Gloria A Orr

Gloria A Orr
Service Representative

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203

October 15, 1998

**U S LEC
212 S Tryon St
Suite 1540
Charlotte, NC 28281**

Dear Sir:

Enclosed are the payments for the attached list of invoices. Please apply the payments as noted on the attachment. BellSouth is paying the invoices prior to complete bill verification. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunications, Inc.
ATTN: INTERCONNECTION PURCHASING CTR
600 North 19th Street
7TH Floor
Birmingham, AL 35203**

If your records reflect another address, please make the necessary changes.

Please contact JOAN BENTLEY 205 714-0026, if you have any questions or would like to discuss.

Sincerely:

RICHARD MCINTIRE

**RICHARD MCINTIRE
OPERATIONS DIRECTOR**

CHECK#	ACCOUNT#	BILL PERIOD	INVOICE DATE	AMOUNT PAID	TOTAL INVOICED	TOTAL WITHHELD
20575036228	76740377FGD		06/98	\$202,261.17	\$4,164,780.14	\$3,962,518.97
	747603770519LCL		05/98	\$0.00	\$3,232,273.36	\$3,232,273.36
TOTALS				\$202,261.17	\$7,402,378.48	\$7,194,792.33

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203

October 15, 1998

U S LEC
212 South Tryon Street
Suite 1540
Charlotte, North Carolina 28281

Re: Payment and Disputed billing on invoice for June 1998 (76740377053188) and for May 1998 (747603770519LCL).

Dear Sir:

BellSouth is withholding payments in the amount of (\$3,834,570.17) due to Internet Service Provider (ISP) usage. BellSouth is deducting ISP usage, then applying the appropriate PLU and rate to determine the amount of IntraLATA usage to pay.

BellSouth is also withholding payments in the amount of (\$127,948.80) for Late Payment Charges and (\$3,237,598.34) previously billed invoices for additional May 1998 invoice.

Enclosed are payments for the attached list of invoices. Please apply payments as noted on the attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203

Please contact Gloria A Orr (800 666-0580) ext 2165, if you have questions or would like to discuss.

Sincerely,

Gloria A Orr

Gloria A Orr
Service Representative

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203

October 15, 1998

**U S LEC
212 S Tryon St
Suite 1540
Charlotte, NC 28281**

Dear Sir:

Enclosed are the payments for the attached list of invoices. Please apply the payments as noted on the attachment. BellSouth is paying the invoices prior to complete bill verification. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunications, Inc.
ATTN: INTERCONNECTION PURCHASING CTR
600 North 19th Street
7TH Floor
Birmingham, AL 35203**

If your records reflect another address, please make the necessary changes.

Please contact JOAN BENTLEY 205 714-0026, if you have any questions or would like to discuss.

Sincerely:

RICHARD MCINTIRE

**RICHARD MCINTIRE
OPERATIONS DIRECTOR**

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203

October 3, 1998

Charlene Law
U S LEC
401 North Tryon Street
Floor 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on invoice for May 1998 (8355037704308).

Dear Charlene:

BellSouth is withholding payments in the amount of (\$1,326.68) May 1998 due to Internet Service Provider (ISP) usage. BellSouth is deducting ISP usage, then applying the appropriate PLU and rate to determine the amount of IntraLATA usage to pay.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203

Please contact Gloria A Orr (800 666-0580) ext 2165, if you have questions or would like to discuss.

Sincerely,

Gloria A Orr

Gloria A Orr
Service Representative

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203

October 3, 1998

Charlene Law
U S LEC
401 North Tryon Street
Floor 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on invoice for March 1998 (747603770301LCL).

Dear Charlene:

BellSouth is withholding payments in the amount of (\$2,803,419.62) March 1998 due to Internet Service Provider (ISP) usage. BellSouth is deducting ISP usage, then applying the appropriate PLU and rate to determine the amount of IntraLATA usage to pay. BellSouth is also withholding (\$47,564.59) for late payment charges.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203

Please contact Gloria A Orr (800 666-0580) ext 2165, if you have questions or would like to discuss.

Sincerely,

Gloria A Orr

Gloria A Orr
Service Representative

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203
October 3, 1998

Charlene Law
U S LEC
401 North Tryon Street
Floor 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on invoice for February 1998 (747603770201LCL).

Dear Charlene:

BellSouth is withholding payments in the amount of (\$3,654,884.47) February 1998 due to Internet Service Provider (ISP) usage. BellSouth is deducting ISP usage, then applying the appropriate PLU and rate to determine the amount of IntraLATA usage to pay.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203

Please contact Gloria A Orr (800 666-0580) ext 2165, if you have questions or would like to discuss.

Sincerely,

Gloria A Orr

Gloria A Orr
Service Representative

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203

October 3, 1998

Charlene Law
U S LEC
401 North Tryon Street
Floor 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on invoice for January 1998 (747603770101LCL).

Dear Charlene:

BellSouth is withholding payments in the amount of (\$1,524,952.18) January 1998 due to Internet Service Provider (ISP) usage. BellSouth is deducting ISP usage, then applying the appropriate PLU and rate to determine the amount of IntraLATA usage to pay.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203

Please contact Gloria A Orr (800 666-0580) ext 2165, if you have questions or would like to discuss.

Sincerely,

Gloria A Orr

Gloria A Orr
Service Representative

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203

October 3, 1998

U S LEC
Charlene Law
401 North Tryon Street
Floor 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on invoice for December 1997 (747603771201LCL).

Dear Charlene:

BellSouth is withholding payments in the amount of (\$485,903.65) December 1997 due to Internet Service Provider (ISP) usage. BellSouth is deducting ISP usage, then applying the appropriate PLU and rate to determine the amount of IntraLATA usage to pay.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203

Please contact Gloria A Orr (800 666-0580) ext 2165, if you have questions or would like to discuss.

Sincerely,

Gloria A Orr

Gloria A Orr
Service Representative

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203

October 3, 1998

Charlene Law
U S LEC
401 North Tryon Street
Floor 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on invoice for October 1997 (747603771001LCL) for NC.

Dear Charlene:

BellSouth is withholding payments in the amount of (\$126,636.94) for NC due to Internet Service Provider (ISP) usage. BellSouth is deducting ISP usage, then applying the appropriate PLU and rate to determine the amount of IntraLATA usage to pay.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203

Please contact Gloria A Orr (800 666-0580) ext 2165, if you have questions or would like to discuss.

Sincerely,

Gloria A Orr

Gloria A Orr
Service Representative

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203

October 3, 1998

Charlene Law
U S LEC
401 North Tryon Street
Floor 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on invoice for August 1997 (747603770701LCL) for NC.

Dear Charlene:

BellSouth is withholding payments in the amount of (\$21,518.11) for NC due to Internet Service Provider (ISP) usage. BellSouth is deducting ISP usage, then applying the appropriate PLU and rate to determine the amount of IntraLATA usage to pay.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203

Please contact Gloria A Orr (800 666-0580) ext 2165, if you have questions or would like to discuss.

Sincerely,

Gloria A Orr

Gloria A Orr
Service Representative

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTED
2059375043	FI	86923771-04309			May-99	\$105,115.18	\$103,429.67	\$1,685.51	Late payment	Dispute late payment charges, o unpaid amounts disputed

FIRST UNION

FIRST UNION
 US LEC CORP CABS
 DDA: 2000001384367
 Lockbox: 0601513
 Date: 06/02/99 153
 Batch: 080 Item: 014
 Mod: 16

Exhibit D, Page 80 of 125

THE FACE OF THIS DOCUMENT IS MULTICOLORED WITH AN ARTIFICIAL WATERMARK ON THE BACK

BELLSOUTH

2 0001000770

2-05937504/3

Pay *103,429 DOLLARS AND 67 CENTS

Date: 05/24/99

To The Order Of
 US LEC OF NORTH CAROLINA LLC
 212 S TRYON ST
 STE 1540
 CHARLOTTE, NC 28281

PAY TO THE ORDER OF

VOID AFTER 100 DAYS

SUNTRUST

Phyllis Camp
 Treasury Cashier
 BELLSOUTH
 Telecommunications, Inc.

⑈059375043⑈ ⑆061100790⑆ 8800620018⑈

Am: \$ 103,429.67

WELCOME TO FIRST UNION NATIONAL BANK OF NORTH CAROLINA
 AUTOMATED WHOLESALE LOCKBOX SYSTEM S201

5/26/99

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

14

May 26, 1999

U S Lec
P. O. Box 601513
Charlotte, NC 28260-1513

Re: Disputed billing on (Invoice Number) 8693377104309.

Dear Sir:

BellSouth is withholding payment in the amount of \$1,685.51 on late payment charges, no late payment paid on disputed amounts.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

Please contact June King at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

June King

Service Representative
IPC, BellSouth

Enclosures

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES. NOTED ABOVE
2059328504	NC	76743771- 04309			May-99	\$231,669.29	\$198,186.78	\$33,482.51	Recurring/ Late payment	Dispute \$8,799.34 late payment (all invoices paid) Dispute \$24,683.17 Recurring charges
TOTALS						\$231,669.29	\$198,186.78	\$33,482.51		

Interconnection Purchasing Center
800 North 19th Street, 7th Floor
Birmingham, Alabama 35203

May 20, 1999

U S Lec
401 North Tryon Street
Flr 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on (Invoice Number) 7674377104309.

Dear Sir:

BellSouth is withholding payment in the amount of \$24,683.17 Recurring charges (\$1,338.10 on NCNC5111190935E billed 14 DS1's only 4), dispute \$802.86 on NCNC5112091521E (billed 10-DS1's only 4), dispute \$3,880.49 on NCNC311016970900 (billed 42-DS1's only 13), dispute \$2,765. SS7 charges, dispute \$17.86 NCNC5101111449E fractional billed incorrect amount, dispute \$44.64 on NCNC30130511220E and \$44.64 on NCNC3103051110E (fractional billed incorrect amounts), dispute \$15,789.58 on NCNC611110971500 (pon NOT FOUND). BellSouth is also withholding \$8,799.34 Late payment charges (unpaid balances are disputed amounts) .

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

Please contact June King at 205 714-0206, if you have questions or would like to discuss.

Sincerely,
June King

Service Representative
IPC, BellSouth

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

May 20, 1999

U S Lec
401 North Tryon Street
Flr 10-Suite 1000
Charlotte, NC 28202

Dear Sir;

Enclosed is payment for the attached invoice. Please apply the payment as noted on the attachment. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunications, Inc.
ATTN: INTERCONNECTION PURCHASING CTR
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

If your records reflect another address, please make the necessary changes.

Please contact JOAN BENTLEY 205 714-0026, if you have any questions or would like to discuss.

Sincerely:

RICHARD MCINTIRE

RICHARD MCINTIRE
OPERATIONS DIRECTOR

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2059405472	Tn	83563771-03319			Apr-99	\$67,489.74	\$64,956.46	\$2,533.28	Recurring/ Late payment	Dispute \$1,414.53 late payment (all Invoices paid) dispute \$495. Cross connect charges, dispute \$623.75 Trunk port charges

FIRST UNION

FIRST UNION
 US LEC CORP CABS
 DDA: 2000001384367
 Lockbox: 0601513
 Date: 06/08/99 159
 Batch: 084 Item: 002
 Mod: 16

THE PAGE OF THIS DOCUMENT IS MULTICOLORED WITH AN ARTIFICIAL WATERMARK ON THE BACK

BELLSOUTH 2 0001010188

2-0594054712

Date: 05/27/99 04-79
 511

Pay *64,956 DOLLARS AND 46 CENTS

To The US LEC OF NORTH CAROLINA LLC
 Order 212 S TRYON ST
 of STE 1540
 CHARLOTTE, NC 28281

2 Pe

SUNTRUST
SUNTRUST BANK, A DIVISION OF
 SUNTRUST BANK, NATIONWIDE BANK, N.A.

Phyllis Comp
 Treasury Cashier
 BELLSOUTH
 Telecommunications Group, Inc.

VOID AFTER 180 DAYS

059405472 1061100790: 8800620018*

Amt: \$ 64,956.46

WELCOME TO FIRST UNION NATIONAL BANK OF NORTH CAROLINA
 AUTOMATED WHOLESALE LOCKBOX SYSTEM S201

Amount: \$ 64,956.46

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

June 1, 1999

U S Lec
P. O. Box 601513
Charlotte, NC 28260-1513

Re: Disputed billing on (Invoice Number) 8355377103319.

Dear Sir:

BellSouth is withholding payment in the amount of \$3,396.60 Cross connect and Trunk Port charges. BellSouth is also withholding \$329.79 Late payment charges (only disputed amounts unpaid).

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

Please contact June King at 205 714-0206, if you have questions or would like to discuss.

Sincerely,
June King

Service Representative
IPC, BellSouth

Enclosures

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2059405463	Ga	83553771-03319			Apr-99	\$24,475.86	\$20,749.86	\$3,726.39	Recurring/Late payment	Dispute \$329.79 Late payment (all invoices paid) dispute \$3,396.60 Cross connect and Trunk port charges

FIRST UNION

FIRST UNION
 US LEC CORP CABS
 DDA: 2000001384367
 Lockbox: 0601513
 Date: 06/08/99 159
 Batch: 084 Item: 001
 Mod: 16

TOTALS

THE FACE OF THIS DOCUMENT IS MULTICOLORED WITH AN ARTIFICIAL WATERMARK ON THE BACK

2 000101097

BELLSOUTH

2-05940546/3

Date: 05/27/99 ⁴⁴⁻⁷⁹/₁₁₁

PO74542

VOID AFTER 180 DAYS

Pay *20,749 DOLLARS AND 47 CENTS

To The Order of US LEC OF NORTH CAROLINA LLC
 212 S TRYON ST
 STE 1540
 CHARLOTTE, NC 28281

J. Pe

Phyllis Camp
 Treasury Cashier
 BELLSOUTH
 Telecommunications Group, Inc.

SUNTRUST
SunTrust Bank, Member of SunTrust Bank, National Bank, N.A.

#059405463# 10611007901 8800620018*

Amt: \$ 20,749.47

WELCOME TO FIRST UNION NATIONAL BANK OF NORTH CAROLINA
 AUTOMATED WHOLESALE LOCKBOX SYSTEM S201

Amount: \$ 20,749.47

6/1/99

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

June 1, 1999

U S Lec
P. O. Box 601513
Charlotte, NC 28260-1513

Re: Disputed billing on (Invoice Number) 8356377103319.

Dear Sir:

BellSouth is withholding payment in the amount of \$495.00 Cross connect charges and \$623.75 Trunk Port charges. BellSouth is also withholding \$1,414.53 Late payment charges (only disputed amounts unpaid).

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203

Please contact June King at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

June King

Service Representative
IPC, BellSouth

Enclosures

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

June 1, 1999

U S Lec
P. O. Box 601513
Charlotte, NC 28260-1513

Dear Sir;

Enclosed is payment for the attached invoice. Please apply the payment as noted on the attachment. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunications, Inc.
ATTN: INTERCONNECTION PURCHASING CTR
600 North 19th Street
7th Floor
Birmingham, Al. 35203

If your records reflect another address, please make the necessary changes.

Please contact JOAN BENTLEY 205 714-0026, if you have any questions or would like to discuss.

Sincerely:

RICHARD MCINTIRE

RICHARD MCINTIRE
OPERATIONS DIRECTOR

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2059375034	FL	86923771-03319			Apr-99	\$52,999.57	\$51,605.00	\$1,394.57	Late payment	Dispute late payment charges. only unpaid amounts disputed

FIRST UNION

FIRST UNION
 US LEC CORP CABS
 DDA: 2000001384367
 Lockbox: 0601513
 Date: 06/02/99 153
 Batch: 080 Item: 015
 Mod: 16

TC

Amt: \$ 51,605.00

WELCOME TO FIRST UNION NATIONAL BANK OF NORTH CAROLINA
 AUTOMATED WHOLESALE LOCKBOX SYSTEM S201

THE FACE OF THIS DOCUMENT IS MULTICOLORED WITH AN ARTIFICIAL WATERMARK ON THE BACK

BELLSOUTH

2 0001000778

2-05937503/4

Date: 05/24/99 ⁰⁶⁻⁷⁸ ₂₁₁

Pay *51,605 DOLLARS AND 00 CENTS

PAY TO THE ORDER OF **FIRST UNION**

VOID AFTER 180 DAYS

To The Order of
US LEC OF NORTH CAROLINA LLC
 212 S TRYON ST
 STE 1540
 CHARLOTTE, NC 28281

B

SUNTRUST

Phyllis Camp
 Treasury Cashier
 BELLSOUTH
 Telecommunications, Inc.

⑈059375034⑈ ⑆061100790⑆ 8800620018⑈

Amount: \$ 51,605.00

Exhibit D, Page 90 of 125

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

15

May 26, 1999

U S Lec
P. O. Box 601513
Charlotte, NC 28260-1513

Re: Disputed billing on (Invoice Number) 8693377103319.

Dear Sir:

BellSouth is withholding payment in the amount of \$1,394.57 on late payment charges, no late payment paid on disputed amounts.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

Please contact June King at 205 714-0206, if you have questions or would like to discuss.

Sincerely,
June King

Service Representative
IPC, BellSouth

Enclosures

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

May 26, 1999

U S Lec
P. O. Box 601513
Charlotte, NC 28260-1513

Dear Sir;

Enclosed is payment for the attached invoice. Please apply the payment as noted on the attachment. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunications, Inc.
ATTN: INTERCONNECTION PURCHASING CTR
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

If your records reflect another address, please make the necessary changes.

Please contact JOAN BENTLEY 205 714-0026, if you have any questions or would like to discuss.

Sincerely:

RICHARD MCINTIRE

RICHARD MCINTIRE
OPERATIONS DIRECTOR

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2059328495	NC	76743771- 03319			Apr-99	\$201,835.67	\$138,764.27	\$33,482.51	Recurring/ Late payment	Dispute \$6,793.95 late payment (all invoices paid) Dispute \$56,277.45 Recurring charges
TOTALS						\$201,835.67	\$138,764.27	\$33,482.51		

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2059328495	NC	76743771- 03319			Apr-99	\$201,835.67	\$138,764.27	\$33,482.51	Recurring/ Late payment	Dispute \$6,793.95 late payment (all Invoices paid) Dispute \$56,277.45 Recurring charges
TOTALS						\$201,835.67	\$138,764.27	\$33,482.51		

Local Exchange Access Service

Internal Bill ID: 5195

Bill Account No: 76743771FGD
Invoice No: 7674377103319
Company Code: 7674
Cutoff Date: 31-MAR-99
Prepared Date: 07-APR-99
Due Date: 30-APR-99
Page: 1 of 19

Remit Payment To:

US LEC of North Carolina Inc.
US LEC Corp - CABS
PO Box 601513
Charlotte, NC 282601513

BellSouth Facilities
Interconnection Purchasing Center
600 North 19th St., 7th Floor
Birmingham, AL 35203

Billing Inquiries Contact: Charlene Law
(704) 319-1047
e-mail: billing@uslec.com

Balance Forward Information

Total Amount Of Last Bill	\$ 830,644.88
Payments Applied	<\$ 151,249.59>
Adjustments Applied	\$ 0.00
Delinquent Charges	\$ 6,793.95
Total Balance Forward	\$ 686,189.24

Summary Of Current Charges

Usage Charges	\$ 0.00
on-Usage Charges	
Recurring	\$ 162,831.61
Non-Recurring	\$ 30,913.44 ✓
er Charges and Credits	\$ 0.00
al Current Charges	\$ 193,745.05



L AMOUNT PAST DUE	\$ 686,189.24
L AMOUNT FOR PERIOD ENDING 31-MAR-1999	\$ 193,745.05

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

May 20, 1999

U S Lec
401 North Tryon Street
Flr 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on (Invoice Number) 7674377103319.

Dear Sir:

BellSouth is withholding payment in the amount of \$56,277.45 Recurring charges (\$7,142.50 Cross connect), \$9,008.82 Port charges, \$2,765. SS7, \$1,338.10 on NCNC5111190935E billed 14 DS1's only 4), dispute \$14,317.67 on NCNC51211971406 billed 108-DS1'S only 1) dispute \$44.63 on NCNC5112091521E (fractional billed incorrect amounts), dispute \$17,780.24 on NCNC611110971500 (pon NOT FOUND). \$3,880.49 on NCNC311016970900 (billed 42-DS1's only 13. BellSouth is also withholding \$6793.95 Late payment charges (unpaid balances are disputed amounts) .

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203

Please contact June King at 205 714-0206, if you have questions or would like to discuss.

Sincerely,
June King

Service Representative
IPC, BellSouth

Enclosures

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2059339799	NC	76743771-02289			Mar-99	\$320,968.90	\$240,158.59	\$80,810.31	Rec/LPC/ Non Rec	Dispute late payment charge (all invoices paid) Dispute \$57,430.14 Recurring, dispute \$17,830.98 Non Recurring charges
TOTALS						\$320,968.90	\$240,158.59	\$80,810.31		

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

May 25, 1999

U S Lec
P. O. Box 601513
Charlotte, NC 28260-1513

Re: Disputed billing on (Invoice Number) 7674377102289.

Dear Sir:

BellSouth is withholding payment in the amount of \$57,430.14 Recurring charges (\$7,358.00 Fixed channelization, \$9,281.00 Trunk port charges, \$14,317.67 on NCNC51211971406 billed 108-DS1's only 1 DS1, \$1,950.67 on NCNC5111190935E billed 14-DS1's only 4-DS1's, \$124.92 on NCNC51111201350E fractional charges billed incorrect amount, \$4.47 on NCNC7101141500E fractional charges billed incorrect amount, \$2766.00 SS7 charges, \$3,880.49 on NCNC311016970900 billed 42-DS1's only 13-DS1's, \$267.62 on NCNC311117970900 billed 30-DS1's only 28-DS1's and \$17,780.24 on NCNC611110971500 PON not found. BellSouth is also withholding \$17,830.98 Non Recurring charges (on NCNC51111909935E \$510.00 billed 10 Channel interface only 4, \$14,400.00 billed 239 additional trunks only 95 additional and \$2,920.98 billed 9 additional DS1's only 3 additional. All Late payment charges have been disputed (all invoices paid by dd). An amount of \$452.43 was withheld due to an error in calculation of charges by U S Lec (amount invoiced \$165,471.91. when all charges added should have been \$165,019.48.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

Please contact June King at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

June King

Service Representative IPC, BellSouth

3

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

May 25, 1999

U S Lec
P. O. Box 601513
Charlotte, NC 28260-1513

Dear Sir;

Enclosed is payment for the attached invoice. Please apply the payment as noted on the attachment. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunications, Inc.
ATTN: INTERCONNECTION PURCHASING CTR
600 North 19th Street
7th Floor
Birmingham, Al. 35203

If your records reflect another address, please make the necessary changes.

Please contact JOAN BENTLEY 205 714-0026, if you have any questions or would like to discuss.

Sincerely:

RICHARD MCINTIRE

RICHARD MCINTIRE
OPERATIONS DIRECTOR

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2059090427	Tn	8.35638E+12			Mar-99	\$93,282.79	\$91,182.20	\$2,100.59	Recurring Late payment charges	Dispute \$945.70 Late payment charge, paid only on Nov Invoice. Dispute \$1,154.89 (channelization, cross connect and port charges)
TOTALS						\$93,282.79	\$91,182.20	\$2,100.59		

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

April 26, 1999

U S Lec
401 North Tryon Street
Flr 10 Suite 1000
Charlotte, NC 28202

Re: Disputed billing on (Invoice Number) 8692377102289.

Dear Sir:

BellSouth is withholding payment in the amount of \$1,154.89 due to channelization, cross connect and port charges. BellSouth is also withholding \$945.70 Late Payment charge (no late payment charges paid on disputed amounts).

Please apply payment as noted on the enclosed attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

Please contact June King at 205 714-0206, if you have questions or would like to discuss.

Sincerely,
June King

Service Representative
IPC, BellSouth

Enclosures

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2059090409	Ga	83553771			Mar-99	\$24,220.19	\$20,754.82	\$3,465.37	Recurring Late payment charges	Dispute \$84.76 LPC, dispute \$2,626.56 channelization, cross connect & port charges, dispute \$754.05 on 2 disc PONs.. GAGA1508060700E & GAGA1508050715E
TOTALS						\$24,220.19	\$20,754.82	\$3,465.37		

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

April 26, 1999

U S Lec
401 North Tryon Street
Flr 10 Suite 1000
Charlotte, NC 28202

Re: Disputed billing on (Invoice Number) 8692377102289.

Dear Sir:

BellSouth is withholding payment in the amount of \$2,626.56 due to channelization, cross connect and port charges, also, the amount of \$754.05 is being disputed on PON's GAGA1508060700E & GAGA1508050715E (Disconnected). BellSouth is also withholding \$84.76 Late Payment charge (no late payment charges paid on disputed amounts).

Please apply payment as noted on the enclosed attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

Please contact June King at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

June King

Service Representative
IPC, BellSouth

Enclosures

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2059090418	FI	86923771			Mar-99	\$29,604.72	\$23,905.00	\$5,699.72	Recurring Late payment charges	Dispute \$1,994.72 Late payment charge, no late payment on disputed amounts. Dispute \$3,705.00 Local channel mileage @ \$285 per 1/2 mi for 13 miles
TOTALS						\$29,604.72	\$23,905.00	\$5,699.72		

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

April 26, 1999

U S Lec
401 North Tryon Street
Flr 10 Suite 1000
Charlotte, NC 28202

Re: Disputed billing on (Invoice Number) 8692377102289.

Dear Sir:

BellSouth is withholding payment in the amount of \$3,705.00 due to local channel mileage charges (@\$285 per ½ mi for 13 miles). BellSouth is also withholding \$1,994.72 Late Payment charge (no late payment charges paid on disputed amounts).

Please apply payment as noted on the enclosed attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203

Please contact June King at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

June King

Service Representative
IPC, BellSouth

Enclosures

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

April 26, 1999

U S Lec
401 North Tryon Street
Flr 10 Suite 1000
Charlotte, NC 28202

Dear Sir;

Enclosed is payment for the attached invoice. Please apply the payment as noted on the attachment. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunications, Inc.
ATTN: INTERCONNECTION PURCHASING CTR
600 North 19th Street
7th Floor
Birmingham, Al. 35203

If your records reflect another address, please make the necessary changes.

Please contact JOAN BENTLEY 205 714-0026, if you have any questions or would like to discuss.

Sincerely:

RICHARD MCINTIRE

RICHARD MCINTIRE
OPERATIONS DIRECTOR

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2058624218	Fl	86923771			Feb-99	\$100,210.36	\$89,620.00	\$10,590.36	Recurring//// Non rec/LPC	Dispute all charges on NFNF16120217003 (\$5,495., PON not found) dispute all local channel per 1/2 mi (\$3,705.) dispute all late payment chages(all invoices paid)
2058624209	Ga	83553771			Feb-99	\$22,682.15	\$20,772.57	\$1,909.58	Recurring//// LPC	Dispute late payment charges (\$295.53, all invoices paid) dispute trunk port charges, dispute all chgs on 5 disconnected PON's)
TOTALS						\$122,892.51	\$110,392.57	\$12,499.94		

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

March 1, 1999

U S Lec
401 North Tryon Street
Flr 10-Suite 1000
Charlotte, NC 28202
Attn: Charlene Law

Re: Disputed billing on (Invoice Numbers) 8355377101319 and 8692377101319.

Dear Charlene:

BellSouth is withholding payment in the amount of \$5,495.00 on NFNF16120217003 (PON not found). Dispute local channel mileage, per ½ mile (\$3,705.) Dispute all late payment charges, all invoices have been paid (only unpaid amounts are disputed items). Total amount withheld on 86923771 is \$10, 590.36. On invoice 83553771, BellSouth is disputing all trunk port charges, late payment charges of \$295.53 and on disconnected PON's, GAGA1512080745E, GAGA1512080630E, GAGA1512080845E, GAGA1508050715E and GAGA1508060700E) Total disputed: \$1,909.58

Please apply payment as noted on the enclosed attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

Please contact June King at 205 714-0206, if you have questions or would like to discuss.

Sincerely,
June King

Service Representative
IPC, BellSouth

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S LEC

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2058649166	TN				Feb-99	\$221,960.00	\$199,077.56	\$22,882.74	Recurring	Trunk Port Charges, PON not found TNTN0212011100E, TNTN030323981551, TNTN0306241304E, TNTN0301071202E
2058649157	NC				Feb-99	\$210,500.08	\$151,249.59	\$59,250.49	Recurring	Recurring
TOTALS							\$350,327.15			

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2058591388	NC	76743771			Jan-99	\$397,430.53	\$342,927.02	\$54,503.51	Recurring///N on rec/LPC	Dispute LPC, all invoices paid. Dispute Port charges. PON NCNC51211971406 billed 108 only 1-DS1, NCNC311016970900 billed 42, only 13-DS1's. NCNC611110971500 not found
2058591386	Tn	83563771			Jan-99	\$149,251.35	\$126,729.44	\$22,521.91	Recurring///N on rec/LPC	Dispute LPC, all invoices paid. Dispute Port charges. Dispute chgs on 4 PON's not found, dispute double billing on TNTN0110060828E
TOTALS						\$546,681.88	\$469,656.46	\$77,025.42		

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2058460373	FI	86923771			Jan-99	\$64,768.72	\$39,775.00	\$24,993.72	Recurring/// LPC/Non Recurring	Dispute all billing on NFNF161202117003 and SFSF1309111000E, PON's not found. Dispute all LPC, all invoices paid
TOTALS						\$64,768.72	\$39,775.00	\$24,993.72		

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S Lec

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2058460364	Ga	83553771			Jan-99	\$25,160.29	\$22,703.76	\$2,456.53	Rec/LPC	Dispute charges on disconnected svc PON # GAGA1508050715E & GAGA1508060700E. Dispute Trunk Port charges, dispute all LPC, all invoices paid
TOTALS						\$25,160.29	\$22,703.76	\$2,456.53		

Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, Alabama 35203

February 23, 1999

U S Lec
401 North Tryon Street
Flr 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on (Invoice Numbers) 76743771 and 83563771.

Dear Sir:

BellSouth is disputing LPC on both invoices (all invoices paid), also all Port charges. On invoice 76743771, NCNC51211971406 billed 108-DS1's only 1-DS1 on order, NCNC311016970900 billed 42-DS1's only 13 on order. NCNC61111097 not found, dispute all charges billed. On invoice 83563771, dispute double billing on TNTN0110060828E, dispute billing on PON's not found(TNTN0212011100E, TNTN030323981551, TNTN03120109816E AND TNTN0306241304E)

Please apply payment as noted on the enclosed attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

Please contact June King at 205 714-0206, if you have questions or would like to discuss.

Sincerely,
June King

Service Representative
IPC, BellSouth

Enclosures

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: _____ **U S LEC**

CHECK#	STATE	GLEC OR CMRS ACCOUNT#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2058246389	Tn	98335	Dec-98	\$39,500.35	\$38,933.80	\$566.75	Non recurring/recurring	Dispute all Trunk Port charges
	Ga		Dec-98	\$22,095.95	\$20,676.37	\$1,419.58	Recurring	Dispute all Trunk Port charges, partial recurring charges billed incorrect amounts
	Fl		Dec-98	\$22,115.00	\$22,115.00	\$0.00	Recurring	
	NC		Dec-98	\$317,003.39	\$295,002.88	\$22,000.51	Rec/Non recurring/////LPC	Dispute all LPC \$8,410.82(all invoices paid), Trunk port charges & partial recurring charges billed incorrect
2058246362	NC	7674037711308	Dec-98	\$8,453,556.27		\$8,043,262.15	Usage/LPC	Dispute LPC \$449,402.19 (LPC paid only on verified unpaid amounts..\$7,593,859.96 usage withheld due to ISP, PLU, Intra & Local rates
TOTALS				\$8,854,270.96	\$376,727.85	\$8,067,248.99		

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

January 11, 1999

U S Lec
401 North Tryon Street
Floor 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on (Invoice Number) 98335.

Dear Sir:

BellSouth is withholding payment in the amount of \$8,067,248.99 due to dispute of Trunk Port Charges, partial recurring charges billed incorrect amounts, and LPC. Please see attachment for further explanation of disputed amounts, and for application of payments to the account.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Al. 35203**

Please contact Joan Bentley at 205 714-0026, if you have questions or would like to discuss.

Sincerely,
June King

Service Representative
IPC, BellSouth

Enclosures

PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: U S LEC

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	CHG TYPE(S) DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
2058093641	TN				Nov-98	\$153,328.15	\$152,677.88	\$648.27	Port Charges	No contract
	GA				Nov-98	\$22,607.81	\$21,055.19	\$1,552.62	Port Charges	No contract
	FL				Nov-98	\$50,285.00	\$36,475.00	\$13,790.00	Recurring chrges	SF PON's not found
	NC				Nov-98	\$337,329.20	\$293,400.18	\$43,929.02	SS7, port chgs, recurring chgs	LPC-\$8,059.70, \$35,869.32-recurring chrgs
TOTALS						\$563,528.16	\$503,608.25			

Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, Alabama 35203

December 23, 1998

U S LEC
Attn: Accounts Payable
Transamerica Square
401 North Tryon Street
Suite 1000
Charlotte, NC 28202

Dear Sir or Madam:

Enclosed are payments for the attached list of invoices. Please apply the payments as noted on the attachment. BellSouth is paying the invoices prior to complete bill verification. BellSouth reserves the right to dispute the charges at a later date.

Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunications Inc.
ATTN: Interconnection Purchasing Center
600 N. 19th Street
7th Floor
Birmingham, Al 35203

If your records reflect another address, please make the necessary changes.

Please contact Joan Bentley at 714- 0026 if you have questions or would like to discuss.

Sincerely:

JOAN BENTLEY

Supervisor

Clara,
Tom said - that y
want me to hold-off
depositing these -
Please let me know
depositing is ok -
Thomas
Hosen
12/20

BellSouth Telecommunications, Inc.
600 North 19th Street
Birmingham, Alabama 35203

Interconnection Purchasing Center

October 14, 1998

U S LEC
212 South Tryon Street
Suite 1540
Charlotte, North Carolina 28281

Re: Payment and Disputed billing on invoice for September 1998 (Bill Date 09/01/98).

Dear Sir:

BellSouth is withholding payments in the amount of (\$7,622.13) for late payment charges, and (\$28,797.95) for recurring charges .

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203**

Please contact Gloria A Orr (800 666-0580) ext 2165, if you have questions or would like to discuss.

Sincerely,

Gloria A Orr

Gloria A Orr
Service Representative

BellSouth Telecommunications, Inc.
600 North 19th Street
Birmingham, Alabama 35203

Interconnection Purchasing Center

October 14, 1998

U S LEC
212 South Tryon Street
Suite 1540
Charlotte, North Carolina 28281

Re: Payment and Disputed billing on invoice for August 1998 (Bill Date 08/01/98).

Dear Sir:

BellSouth is withholding payments in the amount of (\$4,643.93) for late payment charges, and (\$3,300.00) for non-recurring charges and (\$39,402.12) for recurring.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203

Please contact Gloria A Orr (800 666-0580) ext 2165, if you have questions or would like to discuss.

Sincerely,

Gloria A Orr

Gloria A Orr
Service Representative

BellSouth Telecommunications, Inc.
600 North 19th Street
Birmingham, Alabama 35203

Interconnection Purchasing Center

October 14, 1998

U S LEC
212 South Tryon Street
Suite 1540
Charlotte, North Carolina 28281

Re: Payment and Disputed billing on invoice for July 1998 (Bill Date 07/01/98).

Dear Sir:

BellSouth is withholding payments in the amount of (\$9,183.49) for late payment charges, and (\$19,167.26) for recurring charges.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203**

Please contact Gloria A Orr (800 666-0580) ext 2165, if you have questions or would like to discuss.

Sincerely,

Gloria A Orr

Gloria A Orr
Service Representative

BellSouth Telecommunications, Inc.
600 North 19th Street
Birmingham, Alabama 35203

Interconnection Purchasing Center

October 14, 1998

U S LEC
212 South Tryon Street
Suite 1540
Charlotte, North Carolina 28281

Re: Payment and Disputed billing on invoice for June 1998 (Bill Date 06/01/98).

Dear Sir:

BellSouth is withholding payments in the amount of (\$5,064.55) for late payment charges, (\$53,035.42) for recurring charges and (\$19,026.12) for non-recurring charges.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203

Please contact Gloria A Orr (800 666-0580) ext 2165, if you have questions or would like to discuss.

Sincerely,

Gloria A Orr

Gloria A Orr
Service Representative

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203
October 14, 1998

U S LEC
212 South Tryon Street
Suite 1540
Charlotte, North Carolina 28281

Re: Payment and Disputed billing on invoice for May 1998 (Bill Date 05/01/98).

Dear Sir:

BellSouth is withholding payments in the amount of (\$4,837.43) for late payment charges, (\$3,279.18) for recurring charges.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203

Please contact Gloria A Orr (800 666-0580) ext 2165, if you have questions or would like to discuss.

Sincerely,

Gloria A Orr

Gloria A Orr
Service Representative

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203

October 3, 1998

Charlene Law
U S LEC
401 North Tryon Street
Floor 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on invoice for April 1998 (Facilities).

Dear Charlene:

BellSouth is withholding payments in the amount of (\$2,765.00) April 1998 due to SS7 charges.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203

Please contact Gloria A Orr (800 666-0580) ext 2165, if you have questions or would like to discuss.

Sincerely,

Gloria A Orr

Gloria A Orr
Service Representative

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203

October 3, 1998

U S LEC
Charlene Law
401 North Tryon Street
Floor 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on invoice for March 1998 (Facilities).

Dear Charlene:

BellSouth is withholding payments in the amount of (\$34,746.83) March 1998 due to SS7 charges.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203

Please contact Gloria A Orr (800 666-0580) ext 2165, if you have questions or would like to discuss.

Sincerely,

Gloria A Orr

Gloria A Orr
Service Representative

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203

October 3, 1998

U S LEC
Charlene Law
401 North Tryon Street
Floor 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on invoice for January 1998 (Facilities).

Dear Charlene:

BellSouth is withholding payments in the amount of (\$1,337.24) January 1998 due to late payment charges.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203

Please contact Gloria A Orr (800 666-0580) ext 2165, if you have questions or would like to discuss.

Sincerely,

Gloria A Orr

Gloria A Orr
Service Representative

BellSouth Interconnection Services
Interconnection Purchasing Center
13A1
600 North 19th Street
Birmingham, Alabama 35203

October 3, 1998

Charlene Law
U S LEC
401 North Tryon Street
Floor 10-Suite 1000
Charlotte, NC 28202

Re: Disputed billing on invoice for December 1997 (Facilities) for NC.

Dear Charlene:

BellSouth is withholding payments in the amount of (\$1,186.13) for NC due to late payment charges.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203

Please contact Gloria A Orr (800 666-0580) ext 2165, if you have questions or would like to discuss.

Sincerely,

Gloria A Orr

Gloria A Orr
Service Representative