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A. M. Lombardo
Regulatory Vice President

July 1, 1997

90806-TP

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

Re: Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Comm. Depot, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

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

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

Very truly yours,

A. M. Lombardo
A. M. Lombardo
Regulatory Vice President

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INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT (Agreement) is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Comm. Depot, Inc. (Comm. Depot), a Tennessee corporation, and shall be deemed effective as of January 25, 1997. This agreement may refer to either BellSouth or Comm. Depot 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 (the "Territory"); and

WHEREAS, Comm. Depot is an alternative local exchange telecommunications company ("ALEC") which is authorized or plans to become 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 with one another within each state in which they both operate in a manner that the parties believe is not inconsistent with Sections 251, 252 and 271 of the Telecommunications Act of 1996 (Act); and

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

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Comm. Depot 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 Comm. Depot; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or Comm. Depot to an end user of BellSouth or Comm. Depot.

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 to 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 party's understanding of its obligations under sections 251, 252 and 271 of the Act. The access and interconnection obligations contained herein enable Comm. Depot to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The parties agree that Comm. Depot will not be considered to serve 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 shall 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 January 25, 1997.

B. The parties agree that by no later than April 25, 1998, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning January 25, 1999.

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 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 December 25, 1998. The parties further agree that in the event the Commission does not issue its order prior to December 25, 1998 or if the parties continue beyond January 25, 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 January 25, 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 Network 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 by Comm. Depot 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.

F. BellSouth agrees to accept and provide any of the preceding methods of interconnection, however, at its option, Comm. Depot may replace virtual collocation arrangements with physical collocation arrangements. The Parties agree that no termination penalties or liabilities, or non-recurring charges will apply to the termination of virtual collocation arrangements in such case. Reciprocal connectivity shall be

established at each and every BellSouth access tandem within the local calling area. Comm. Depot desires to serve for interconnection to those end offices that subtend the access tandem. Comm. Depot 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 in accordance with Section XVI-E. 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 with rates adjusted to include discounts, if any are applicable, as amended from time to time will apply. In implementing this section, the Parties agree that ISUP connectivity will be implemented first. After such connectivity is established, the Parties will work together in the implementation of TCAP signaling between the respective networks.

Two-way meet point trunk groups which are separate from the trunk groups used for interconnection of local traffic will be established to enable Comm. Depot and BellSouth to provide Exchange Access Services to IXC's via a BellSouth Central Office.

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 Comm. Depot for termination on Comm. Depot's network, if BellSouth cannot determine, because of the manner in which Comm. Depot has utilized its NXX codes, whether the traffic is local or toll, BellSouth will not compensate Comm. Depot pursuant to this section but will, instead, charge Comm. Depot 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 Comm. Depot can provide sufficient information for BellSouth to make a determination as to whether said traffic was local or toll. Whenever Comm. Depot delivers traffic to BellSouth for termination on BellSouth's network, if Comm. Depot cannot determine, because of the manner in which BellSouth has utilized its NXX codes, whether the traffic is local or toll, Comm. Depot will not compensate BellSouth pursuant to this section but will, instead, charge BellSouth originating intrastate network access service charges as reflected in BellSouth's intrastate Access Service Tariff. Notwithstanding the foregoing, Comm.

Depot will make the appropriate billing adjustments if BellSouth can provide sufficient information for Comm. Depot to make a determination as to whether said traffic was local or toll.

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 Comm. Depot; (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 provide 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. The party providing the intermediary tandem function may charge the IXC for the entrance facility, the tandem switching, and the mutually agreed upon portion of non-interconnection transport charges. The party providing the intermediary tandem function will not include an element for the Residual Interconnection Charge ("RIC") and the other party will be entitled to bill and collect the appropriate RIC and/or any other applicable rate elements.

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

C. The parties agree that to the extent Comm. Depot 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. BellSouth agrees to compensate Comm. Depot, pursuant to Comm. Depot's published originating switched access charges, including the database query charge, for the Comm. Depot originated 800, 888 or similar (hereafter referred to as "800") traffic terminated to BellSouth.

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

F. If Comm. Depot 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 BellSouth originated 800 traffic terminated to Comm. Depot. BellSouth agrees to provide Comm. Depot the appropriate records for Comm. Depot to bill its 800 customers. The records provided will be in standard EMR format for a fee, to be paid by Comm. Depot 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 Comm. Depot for the origination of such traffic pursuant to subsection A, above. Comm. Depot shall provide the appropriate records for billing pursuant to subsection E, above.

H. Should Comm. Depot require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points, either its own or through a third party, connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. Comm. Depot shall utilize SS7 Signaling links, ports and usage in accordance with Section XVI-E. 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.

I. As 800 number capability requires TCAP signaling between the networks, the Parties agree that until such signaling is implemented that Comm. Depot will transfer all 800 calls to BellSouth. BellSouth will perform the database query and assume responsibility for billing the IXC to which the call is delivered for 800 calls by Comm. Depot customers. The database query charge for these calls will be BellSouth revenue. Other access charges for such calls will be applied in the same manner as other types of calls. The parties will cooperate in developing procedures for the billing of access charges resulting from these calls.

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 Comm. Depot, 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. 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.

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. SPNP is available only for basic local exchange service.

D. SPNP is available only where Comm. Depot 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 Comm. Depot 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 Comm. Depot 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 Comm. Depot 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 Comm. Depot 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. Comm. Depot 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 SPNP will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that party will notify the other and provide reasonable time and cooperation to rectify or prevent the impairment or interference. In emergency cases where notification is not possible before terminating SPNP, the terminating party will provide such notification and cooperation immediately after terminating SPNP.

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 Comm. Depot which requires use of BellSouth tandem switching, BellSouth will bill the IXC the entrance facility, tandem switching, and the mutually agreed upon portion of the transport, and Comm. Depot will bill the IXC local switching, the carrier common line (CCL), the Residual Interconnection Charge (RIC) and the mutually agreed portion of the transport. If BellSouth is unable to provide the necessary access records to permit Comm. Depot 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 entrance facility, tandem switching and the mutually agreed upon portion of the transport, and remit the local switching, the RIC, the mutually agreed portion of the transport, and the CCL revenues to Comm. Depot. If a BellSouth toll intraLATA call is delivered to Comm. Depot, BellSouth will pay terminating access rates. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

N. If Comm. Depot has direct connections to the IXC's 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, Comm. Depot 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 Comm. Depot's

customer. If so, Comm. Depot 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 Comm. Depot 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 Comm. Depot 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 currently not an unbundled element.

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

D. BellSouth will offer to Comm. Depot 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 Comm. Depot 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 Comm. Depot 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 Comm. Depot, 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 (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 Comm. Depot 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 Comm. Depot 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. Comm. Depot 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. Comm. Depot will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Comm. Depot shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection (B), below.

C. For E911 service, Comm. Depot shall install a minimum of two dedicated trunks originating from Comm. Depot'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. Comm. Depot will provide BellSouth daily updates to the E911 database.

D. If a municipality has converted to E911 service, Comm. Depot 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, Comm. Depot 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 Comm. Depot 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 Comm. Depot pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

B. The parties agree to develop procedures to mutually provide busy line verification and emergency interrupt services on calls between their respective end users.

C. BellSouth will offer to Comm. Depot 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 Comm. Depot 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 Comm. Depot 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 Comm. Depot 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) Comm. Depot'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 Comm. Depot's subscribers.

C. BellSouth will include Comm. Depot subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge Comm. Depot 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 Comm. Depot a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Comm. Depot 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 Comm. Depot'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 Comm. Depot'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.

G. Upon Comm. Depot's request, BellSouth will provide Comm. Depot operators on-line access to the DA database.

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 Comm. Depot 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 Comm. Depot 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. Comm. Depot 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)(B)(x))

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

B. BellSouth will offer to Comm. Depot 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 Comm. Depot into the Local Exchange Routing Guide ("LERG").

D. BellSouth will enter Comm. Depot 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 Comm. Depot's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.

E. If Comm. Depot 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 their current understanding of the requirements of sections 251, 252, and 271 of the Act.

B. The rates pursuant by which Comm. Depot 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. Comm. Depot 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 Comm. Depot does not constitute a joint undertaking for the furnishing of any service.

E. Comm. Depot 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 Comm. Depot for all services.

F. Comm. Depot 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, Comm. Depot accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth. BellSouth may bill Comm. Depot for handling troubles that are found not to be in the BellSouth network. The parties agree that BellSouth may contact Comm. Depot'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, including, but not limited to use of such customer contact for solicitation purposes which includes referral to BellSouth sales organizations.

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 Comm. Depot and Comm. Depot 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 Comm. Depot.

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 Comm. Depot 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 temporally 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 Comm. Depot 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.

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

K. Comm. Depot 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 Comm. Depot is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, Comm. Depot 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 Comm. Depot 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 services 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. Comm. Depot 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.

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. Comm. Depot 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 Comm. Depot 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 Comm. Depot, BellSouth will, on an interim basis, bill Comm. Depot 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 Comm. Depot for resale to an end user are as follows:

1. Where possible, BellSouth will deny service to Comm. Depot's end user on behalf of, and at the request of, Comm. Depot. Upon restoration of the end user's service, restoration charges will apply and will be the responsibility of Comm. Depot.
2. At the request of Comm. Depot, BellSouth will disconnect a Comm. Depot end user customer.
3. All requests by Comm. Depot for denial or disconnection of an end user for nonpayment must be in writing.
4. Comm. Depot 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 Comm. Depot 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 Comm. Depot and/or the end user against any claim, loss or damage arising from providing this information to Comm. Depot. It is the responsibility of Comm. Depot 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 Comm. Depot 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 Comm. Depot 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 Comm. Depot, 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 Comm. Depot'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 Comm. Depot 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 Comm. Depot to receive notices of noncompliance, discontinue the provision of existing services to Comm. Depot 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 Comm. Depot's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Comm. Depot without further notice.
5. If payment is not received or arrangements made for payment by the date given in the written notification, Comm. Depot's services will be discontinued. Upon discontinuance of service on a Comm. Depot's account, service to Comm. Depot's end users will be denied. BellSouth will also reestablish service at the request of the end user or Comm. Depot 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.
7. Irrespective of the above, BellSouth will not exercise its rights under items 2-6 above due to nonpayment of amounts disputed in accordance with Section XV-M until such time that BellSouth finds that the dispute has been resolved. If Comm. Depot does not agree with BellSouth's determination, it may utilize the dispute resolution process outlined in Section XXIII. Upon final dispute resolution, amounts due will be remitted within 4 business days.

R. BellSouth may require Comm. Depot 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 Comm. Depot 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 Comm. Depot defaults on its account, service to Comm. Depot 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 Comm. Depot during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to Comm. Depot by the accrual date.

S. Comm. Depot 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 Comm. Depot 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. In all instances ordering and provisioning intervals will be no greater than those provided to BellSouth's own customers.

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

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

D. Payment of all charges will be the responsibility of Comm. Depot. Comm. Depot shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Comm. Depot from Comm. Depot's customer. BellSouth will not become involved in billing disputes that may arise between Comm. Depot 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 Comm. Depot's accounts.

F. BellSouth will bill Comm. Depot 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 J. following, shall apply.

H. Upon proof of tax exempt certification from Comm. Depot, the total amount billed to Comm. Depot will not include any taxes due from the end user. Comm. Depot 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, Comm. Depot will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

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

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

A late payment penalty will not apply to any charges not paid by Comm. Depot that are

determined to have billed in error. Amounts billed in error for which payment has been received by BellSouth from Comm. Depot shall bear interest at lessor of the above rates.

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 Comm. Depot and Comm. Depot's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, Comm. Depot 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 Comm. Depot to resolve the matter in as timely a manner as possible. Comm. Depot may be required to submit documentation to substantiate the claim.

M. Comm. Depot 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 both parties. The parties agree to act in good faith to resolve objections, with the goal of resolving objections before the payment due date of the subject bill.

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 of Comm. Depot's interconnection arrangement. However, Comm. Depot's interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, BellSouth does intend to

charge Comm. Depot non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased by Comm. Depot.

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. Such CCS interconnection may be provided, at Comm. Depot's option, either directly or through a third party. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, CIP, 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 to the extent each carrier offers such features and functions to its own end users.

When such CCS connectivity is implemented through A links connecting Comm. Depot to BellSouth STPs, the charges in Attachment C-7 shall apply. When such connectivity is provided through links between BellSouth STPs and Comm. Depot STPs, the CCS7 Signaling Termination and CCS7 Signaling Usage charges shall be reciprocal at the rates given in Attachment C-7. CCS7 Signaling Connection charges shall be assessed only by the provider of the service. For example, should the 56Kbps circuit ride party A's facilities between the two STPs, party A shall bill party B for the CCS7 Signaling Connection as shown in Attachment C-7. In the event that Comm. Depot is collocated in a BellSouth facility and the CCS7 Signaling Connection can be accomplished with a cross-connect, the parties agree to negotiate rates for CCS7 Signaling Connection using a 56 Kbps cross-connect.

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 required 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 Comm. Depot 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 Comm. Depot to BellSouth or will accept a request from another ALEC or Comm. Depot for conversion of the Service Provider Number Portability service associated with an end user's service from Comm.

Depot to the second ALEC or Reseller. BellSouth will notify Comm. Depot that such a request has been processed. BellSouth will not require end user confirmation prior to disconnecting the end user's service. Comm. Depot must, however, provide proof of authorization upon request. If an end user converted to BellSouth claims that the conversion was unauthorized, BellSouth will provide proof of authorization. If an end user converted to another ALEC claims that the conversion was unauthorized, that ALEC must provide proof of authorization.

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 Comm. Depot an Unauthorized Change Charge of \$19.41 per line or trunk for Residence of 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 Comm. Depot because of the unauthorized change. These charges may be adjusted if Comm. Depot 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 Comm. Depot traffic terminated by

BellSouth over the same facilities, Comm. Depot 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 Comm. Depot. 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.

XX. Liability and Indemnification

A. With respect to any claim or suit by Comm. Depot, a Comm. Depot 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 Comm. Depot, any Comm. Depot customer, or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth and claims for damages by Comm. Depot resulting from the failure of BellSouth to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

B. With respect to any claim or suit by BellSouth, a BellSouth customer or by any other person or entity, for damages associated with any of the services provided by Comm. Depot 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, Comm. Depot'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 Comm. Depot and claims for damages by BellSouth resulting from the failure of Comm. Depot to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

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 Comm. Depot and Comm. Depot agrees to indemnify and hold harmless BellSouth for any claim, action, cause of action, damage, or injury whatsoever, that may result from the supply of data from Comm. Depot to BellSouth in conjunction with the provision of any service provided pursuant to this Agreement. Likewise, Comm. Depot assumes no liability for the accuracy of the data provided to it by BellSouth and BellSouth agrees to indemnify and hold harmless Comm. Depot for any claim, action, cause of action, damage, or injury whatsoever, that may result from the supply of data from BellSouth to Comm. Depot in conjunction with 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 subsections 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 subsections A. and B., 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 XX, 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. 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 including, but not limited to, electronic and/or magnetic media, and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Notwithstanding the foregoing, both parties agree that customer specific, facility specific, or usage specific information, shall be considered proprietary information. Customer information communicated for the purpose of publication or directory database inclusion shall be considered proprietary and only used for such purpose. 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.

XXII. Certain Federal, State, and Local Taxes

A. Definition: 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, excluding any taxes levied on income.

B. Taxes And Fees Imposed Directly On Either Seller Or Purchaser

1. Taxes and fees imposed on the providing party, which are neither permitted or required to be passed on by the providing party to its customer, 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 lawfully due, 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 lawfully due, 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 the event that such contest must be pursued in the name of the providing party, the providing party shall permit the purchasing party to pursue the contest in the name of providing party and providing party shall have the opportunity to participate fully in the preparation of such contest. 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 reasonably and necessarily 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 responsibility for determining whether and to what extent any such taxes or fees are applicable. The providing party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, the parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense. In the event that such contest must be pursued in the name of the providing party, providing party shall permit purchasing party to pursue the contest in the name of the providing party and the providing party shall have the opportunity to participate fully in the preparation of such contest.

4. If, after consultation in accordance with the preceding section XXII-D-3, the purchasing party does not agree with the providing party's final determination as to the application or basis of a particular tax or fee, and if the providing party, after receipt of a written request by the purchasing party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing party, the purchasing party may utilize the dispute resolution process outlined in Section XXIII. Utilization of the dispute resolution process shall not relieve the purchasing party from liability for any such tax or fee billed by the providing party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

5. 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 with the imposing authority, 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.

6. 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.

7. 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.

8. 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: 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. Each party agrees to indemnify and hold harmless the other party from and against any losses, damages, claims, demands, suits, liabilities, and expenses, including reasonable attorney's fees, that arise out of its failure to perform its obligations under this section.

XXIII. Resolution of Disputes

The Parties agree that in the event of a default or violation hereunder, of for any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement, the Parties shall first confer to discuss the dispute and seek resolution prior to taking any action before a court or regulator, or before authorizing any public statement about or authorizing disclosure of the nature of the dispute to any third party. Such conference shall occur at least at the Vice President level for each Party. Thereafter, if such initial conference date cannot in good faith be scheduled within five business days, or in the event such conference fails to resolve the matter, the Parties shall submit any dispute that remains unresolved to arbitration conducted in the state where the default or violation allegedly occurred in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date that such notice is given. The decision of the arbitrators shall be final and binding upon the Parties and judgment may be obtained thereon by either Party in a court of competent jurisdiction. Each Party shall bear the cost of preparing and

presenting its case. The costs of arbitration, including the fees and expenses of the arbitrators, will be shared equally by the Parties unless the award otherwise provides. The resolution of disputes under this section shall be consistent with the Act.

Alternately, or in addition to the arbitration procedures set forth above, either Party may have recourse to the applicable Commission and/or FCC. Further, to the extent BellSouth enters into an agreement with another ALEC or LEC that contains provisions for Liquidated Damages then, at the option of Comm. Depot, Comm. Depot will be entitled to incorporate by reference such Liquidated Damages provisions into this Agreement with respect to the state or states for which BellSouth has entered into such Liquidated Damages provisions. However, to the extent that BellSouth appeals an order with respect to a Liquidated Damages provision(s) in a manner that stays the effectiveness of that order, then the order will not be considered effective until such time that the stay is lifted. Similarly, reconsideration of that order by a Commission can delay the effectiveness of such order when the Commission by its rules or through its own discretion delays the effective date. In such circumstances where a legally effective order is in place, Comm. Depot at its option will be entitled to incorporate by reference such Liquidated Damages provision(s) pursuant to the terms of such effective order.

XXIV. Most Favorable Provisions

A. If as a result of any proceeding before any court, Commission, or the FCC, voluntary agreement or arbitration proceeding pursuant to the Act or pursuant to any applicable state law, BellSouth becomes obligated to provide interconnection, number portability, unbundled access to network elements or any other services related to interconnection, whether or not presently covered by this Agreement, to another telecommunications carrier operating within a state within the Territory at rates or on terms and/or conditions more favorable to the carrier than the applicable provisions of this agreement, Comm. Depot, subject to XXIV-C, shall be entitled to substitute such more favorable rates, terms and/or conditions for the relevant provisions of this Agreement which shall apply to the same states as such other carrier and such substituted rates, terms and/or conditions shall be deemed to have been effective under this Agreement as of the effective date thereof to such other carrier.

B. If the more favorable provision is a result of the action of an appropriate regulatory agency or judicial body whether commenced before or after the effective date of this Agreement, the Parties agree to incorporate such order in this Agreement as of its effective date. However, to the extent that BellSouth appeals such order in a manner that stays the effectiveness of that order, then the order will not be considered effective until such time that the stay is lifted. Similarly, reconsideration for that order by a Commission can delay the effectiveness of such order when the Commission by its rules or through its own discretion delays the effective date. In the event BellSouth files and receives approval for a tariff offering to provide any substantive service of this

Agreement in a way different than that provided for herein, the Parties agree that Comm. Depot shall be eligible for subscription to said service at the rates, terms and conditions contained in tariffs as of the effective date of the tariff.

C. No variational modification of this Agreement and no waiver of any of its terms or conditions should be valid unless it is in writing and signed by the duly authorized officers of the Party or Parties. The Parties acknowledge that this Agreement may be subject to change or modification by each Commission and/or the FCC as said Commission and/or FCC may direct in the exercise of its jurisdiction; provided, however, that unless otherwise agreed by the Parties, any such modification shall be effective only insofar as this Agreement applies to the State of such Commission's jurisdiction. Any such Commission and/or FCC modification or revision necessarily required to comply with a particular state's law, rule, or regulation which is consistent with the intent and purpose of this Agreement shall be reduced to writing and appended to this agreement as an addendum and executed by all Parties affected thereby.

XXV. Waivers

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

XXVI. Governing Law

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

XXVII. Arm's Length Negotiations

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

XXVIII. Notices

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

BellSouth Telecommunications, Inc.

Comm. Depot, Inc.

675 W. Peachtree Street
Atlanta, GA 30375
Attn: General Attorney – Customer Operations Unit

Contract Administration
1100 Elm Hill Pike, Suite 105
Nashville, TN 37210

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.


Name

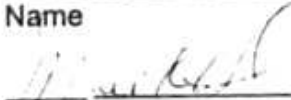

Signature


Title


Date

Comm. Depot, Inc.


Name


Signature


Title


Date

ATTACHMENT A

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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 Provider (MSP), or between two ALECs.

It is furnished on a per-trunk basis. Trunks are differentiated by traffic type and directionality. There are two major traffic types (1) Local and (2) 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.

State(s):	Alabama						Florida					
RATE ELEMENTS	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	\$866.97 LC - First	\$486.83 LC - Add'l	--	--	\$133.81 LC	\$866.97 LC - First	\$486.83 LC - Add'l	--	--
DS1 Dedicated Transport	--	--	\$23.50 per mile \$90.00 fac term	--	\$100.49 fac term	--	--	\$18.75 per mile \$52.11 fac term	--	\$100.49 fac term	--	--
DS1 Common Transport	\$0.00004 per mile \$0.00036 fac term	--	--	--	--	--	\$0.00004 per mile \$0.00036 fac term	--	--	--	--	--
Local Switching LS2 (FGD)	\$0.00755 access mou	--	--	--	--	--	\$0.00876 access mou	--	--	--	--	--
Tandem Switching	\$0.00074 access mou	--	--	--	--	--	\$0.00050 access mou	--	--	--	--	--
Information Surcharge	\$0.03218 100 mou	--	--	--	--	--	--	--	--	--	--	--
Tandem Intermediary Charge**	\$0.002 access mou	--	--	--	--	--	\$0.002 access mou	--	--	--	--	--
Composite Rate-DS1 Dedicated	\$0.00978						\$0.01028					
Composite Rate-DS1 Tandem Sw	\$0.00991						\$0.01056					

State(s):	Georgia						Kentucky					
RATE ELEMENTS	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	\$866.97 LC - First	\$486.83 LC - Add'l	--	--	\$133.81 LC	\$866.97 LC - First	\$486.83 LC - Add'l	--	--
DS1 Dedicated Transport	--	--	\$23.50 per mile \$90.00 fac term	--	\$100.49 fac term	--	--	\$23.50 per mile \$90.00 fac term	--	\$100.49 fac term	--	--
DS1 Common Transport	\$0.00004 per mile \$0.00036 fac term	--	--	--	--	--	\$0.00004 per mile \$0.00036 fac term	--	--	--	--	--
Local Switching LS2 (FGD)	\$0.00787 access mou	--	--	--	--	--	\$0.00755 access mou	--	--	--	--	--
Tandem Switching	\$0.00074 access mou	--	--	--	--	--	\$0.00074 access mou	--	--	--	--	--
Information Surcharge	--	--	--	--	--	--	\$0.03218 Prem/100 mou	--	--	--	--	--
Tandem Intermediary Charge**	\$0.002 access mou	--	--	--	--	--	\$0.002 access mou	--	--	--	--	--
Composite Rate-DS1 Dedicated	\$0.00978						\$0.00978					
Composite Rate-DS1 Tandem Sw	\$0.00991						\$0.00991					

*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.

**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 utilizes a BellSouth facilities. This element is not required when an ALEC is collocated 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 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.

Attachment B-1
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	\$866.97 \$486.83	LC - First LC - Add'l	--	--	\$133.81	LC	\$866.97 \$486.83	LC - First LC - Add'l
DS1 Dedicated Transport	--	--	\$16.75 \$59.75	per mile fac term	--	--	--	--	\$23.50 \$90.00	per mile fac term	--	--
DS1 Common Transport	\$0.00004	per mile	--	--	--	--	\$0.00004	per mile	--	--	--	--
Local Switching LS2 (FGD)	\$0.00036	fac term	--	--	--	--	\$0.00036	fac term	--	--	--	--
Tandem Switching	\$0.00869	access mou	--	--	--	--	\$0.00787	access mou	--	--	--	--
Information Surcharge	\$0.00050	access mou	--	--	--	--	\$0.00074	access mou	--	--	--	--
Tandem Intermediary Charge**	\$0.002	access mou	--	--	--	--	\$0.002	access mou	--	--	--	--
Composite Rate-DS1 Dedicated	\$0.01921						\$0.00978					
Composite Rate-DS1 Tandem Sw	\$0.01049						\$0.00991					

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	\$866.97 \$486.83	LC - First LC - Add'l	--	--	\$133.81	LC	\$866.97 \$486.83	LC - First LC - Add'l
DS1 Dedicated Transport	--	--	\$23.50 \$90.00	per mile fac term	--	--	--	--	\$23.50 \$90.00	per mile fac term	\$100.49	fac term
DS1 Common Transport	\$0.00004	per mile	--	--	--	--	\$0.00004	per mile	--	--	--	--
Local Switching LS2 (FGD)	\$0.00036	fac term	--	--	--	--	\$0.00036	fac term	--	--	--	--
Tandem Switching	\$0.01140	access mou	--	--	--	--	\$0.01095	access mou	--	--	--	--
Information Surcharge	\$0.00074	access mou	--	--	--	--	\$0.00074	access mou	--	--	--	--
Tandem Intermediary Charge**	\$0.002	access mou	--	--	--	--	\$0.002	access mou	--	--	--	--
Composite Rate-DS1 Dedicated	\$0.01331						\$0.01323					
Composite Rate-DS1 Tandem Sw	\$0.01344						\$0.01336					

RATE ELEMENTS	Tennessee					
	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	--	--	\$133.81	LC	\$866.97 \$486.83	LC - First LC - Add'l
DS1 Dedicated Transport	--	--	\$23.50 \$90.00	per mile fac term	--	--
DS1 Common Transport	\$0.00004	per mile	--	--	--	--
Local Switching LS2 (FGD)	\$0.00036	fac term	--	--	--	--
Tandem Switching	\$0.01750	access mou	--	--	--	--
Information Surcharge	\$0.00074	access mou	--	--	--	--
Tandem Intermediary Charge**	\$0.002	access mou	--	--	--	--
Composite Rate-DS1 Dedicated	\$0.01941					
Composite Rate-DS1 Tandem Sw	\$0.01954					

*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 Intrastate 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 utilizes a BellSouth facilities. 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 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: 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.

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): ALL

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Per Number Ported		
- Residence / 5 paths	\$1.15	-
- Business / 10 paths	\$2.25	-
Each Additional Path	\$0.50	-
Per Order, per end user location	-	None

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.

State(s):	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-init. \$80.00 trunk-sub.	\$15.00	trunk	\$170.00	trunk-init. \$86.00 trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97	LC - First \$486.83 LC - Add'l	\$133.81	LC	\$866.97	LC - First \$486.83 LC - Add'l
DS1 Dedicated Transport**	\$23.50	per mile	--	--	\$16.75	per mile	--	--
	\$90.00	fac. term.	\$100.49	fac. term.	\$59.75	fac. term.	\$100.49	fac. term.

State(s):	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-init. \$83.00 trunk-sub.	\$13.00	trunk	\$150.00	trunk-init. \$80.00 trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97	LC - First \$486.83 LC - Add'l	\$133.81	LC	\$866.97	LC - First \$486.83 LC - Add'l
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.

* 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-init	\$13 00	trunk	\$150 00	trunk-init
DS1 Local Channel**	\$133 81	LC	\$866 97	LC - First	\$133 81	LC	\$866 97	LC - First
DS1 Dedicated Transport**	\$16 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-init	\$13 00	trunk	\$164 00	trunk-init
DS1 Local Channel**	\$133 81	LC	\$866 97	LC - First	\$133 81	LC	\$866 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-init
DS1 Local Channel**	\$133 81	LC	\$866 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 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.**

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 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.

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 Local Exchange Companies' on behalf of the Local Exchange company's end user. BellSouth will store in it's database, the relevant billing number information and will provide responses to on-line, call-by-call queries to this information for purposes of Billed Number Screening, Calling Card Validation and Fraud Control.

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

State(s): All

Rates: No Charge

LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This Agreement, effective as of January 25, 1997 ~~1995~~
entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia
corporation, and Comm. Depot, Inc., A Tennessee Corporation 
("Local Exchange Company"), a Tennessee 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.

3 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

be the 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 January 25 19 77 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. m k l d

III. FEES FOR SERVICE AND TAXES

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

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

IV. INDEMNIFICATION

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

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

V. LIMITATION OF LIABILITY

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

VI. MISCELLANEOUS

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

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

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

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

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

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

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

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

BELLSOUTH TELECOMMUNICATIONS, INC.

By: [Signature]
Title: Director
Date: 1/28/97
Address: 2965 BSC
675 West Peachtree Street, N.E.
Atlanta, Georgia 30315

THE LOCAL EXCHANGE COMPANY

By: Marshall E. Hawk [Signature]
Title: CEO
Date: 4/28/97
Address: 859 Bendis Drive
Jackson TN 38301

(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

January 25, 199 7, between BellSouth Telecommunications, Inc.

MKV ("BST"), and Comm. Dept., Inc.

("Local Exchange Company"), effective the 25 day of January, 199 7

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 LDCB 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, any calling 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: 1/28/97
Address: 2965 DBC
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

THE LOCAL EXCHANGE COMPANY

By: [Signature]
Title: [Signature]
Date: 1/28/97
Address: 285 Boulder Drive
Jackson, TN 38314

(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 January 25, 1997, between BellSouth Telecommunications, Inc. ("BST"), and Comm. Dept, Inc ("Local Exchange Company"), effective the 25 day of January, 1997 MKH

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: 1/28/97
Address: 2965 DBC
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

THE LOCAL EXCHANGE COMPANY

By: [Signature]
Title: COO
Date: 1/28/97
Address: 885 Bendis Drive
Jackson TN 38301

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 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 E6 8 of BellSouth Telecommunication's Inc.'s Intrastate Access Services Tariff.		

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	\$0.03	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 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	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's end user, BellSouth will provide or attempt to provide from the DA Operator System, call completion to the number requested. All local and intralata call completion attempts are routed over an intertoll 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 \$0.08 \$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	Rates, terms and conditions will be applied as set forth in E9 1.7 for Georgia and as set forth in E9 5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Transport	Rates, terms and conditions will be applied as set forth in E9 1.7 for Georgia and as set forth in E9 5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Interconnection	Rates, terms and conditions will be applied as set forth in E9 1.7 for Georgia and as set forth in E9 5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Database Service	Rates, terms and conditions will be applied as set forth in A38.1 of BellSouth Telecommunication's Inc.'s General Subscriber Service Tariff.		
Direct Access to DA Service	Rates, terms and conditions will be applied as set forth in Section 9.3 of BellSouth Telecommunication's 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)

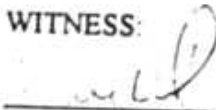
- 5 02 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.

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:



BELLSOUTH 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 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 or revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.
- 2 12 Should an error be detected by the EMR format edits performed by BellSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify the ALEC of the error condition. The ALEC will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, the ALEC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2 13 In association with message distribution service, 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

BellSouth Telecommunications

Negotiations Handbook

for

Collocation

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Preface

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

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

Introduction

BellSouth offers Virtual Expanded Interconnection from the FCC #1 tariff and from the Florida State Access E tariff for the interconnection to Access services. BellSouth will negotiate Physical Collocation on a first come, first serve basis, depending on space availability for interconnection to unbundled network elements, access services and state tariff services required for use by telecommunications service providers.

Service 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 compliment may include transmission equipment, switching equipment, routers, PCs and modems.

As with VEIS, all equipment placed as part of a collocation arrangement must be installed by a BellSouth certified vendor and must meet NEBS standards. A 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 physical collocation arrangements and will be marked by an (R) next to the item in the descriptions following.

Application fee (R)

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

Floor Space (R)

This component covers the square footage for the equipment rack(s) and POT bay for your arrangement plus a factor of 50% 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 1.50 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.

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

Rate Components (cont.)

POT bay (R)

BellSouth requires the use of a Point of Termination Bay (POT bay) for demarcation with physical collocation. Although this is currently a separate rate element, the charge for each termination on the POT bay will be rolled into the cross-connect rate element in the near future.

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.

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.

Rate Components (cont.)

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.

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.

Occupancy of space

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

General Terms and Conditions (cont.)

Equipment installation

The collocator must select an equipment installation vendor who has achieved BellSouth Certified Vendor status to perform all engineering and installation work associated with the equipment collocation arrangement. This ensures BellSouth's standards for safety and quality 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. A list of certified vendors may be obtained from the Collocation contact found on page 10 of this Handbook.

Alarm and monitoring

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

Inspections

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

A collocator may inspect their virtual collocation arrangement upon completion of the arrangement installation. 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 and is connected to BellSouth's will be the commencement date.

General Terms and Conditions (cont.)

Insurance

BellSouth will require the following coverages: (1) \$15 million in comprehensive general liability insurance or a combination of commercial general liability and excess umbrella coverage totalling \$15 million; (2) workers compensation coverage/employers liability coverage with limits not less than \$100,000 each accident; (3) \$100.00 each employee by disease, \$500,000 policy limit by disease. BellSouth will review requests for self insurance on a case by case basis.

Insurance coverage must be in effect on or before the date 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 standard 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>
Jerry Hendrix	404 529-8833

For all IXC, CAP, and subsequent ALEC contacts:

<u>Contact Name</u>	<u>Telephone</u>	<u>Pager Number</u>	<u>Fax Number</u>
Nancy Nelson	205 977-1136	1-800-729-1380	205 977-0037
Gretchen Temple	205 977-1122	1-800-655-2205	"

Or contact your Account Representative

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

General information:

<u>Contact Name</u>	<u>Telephone</u>	<u>Fax Number</u>
Tony Saberre	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**

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

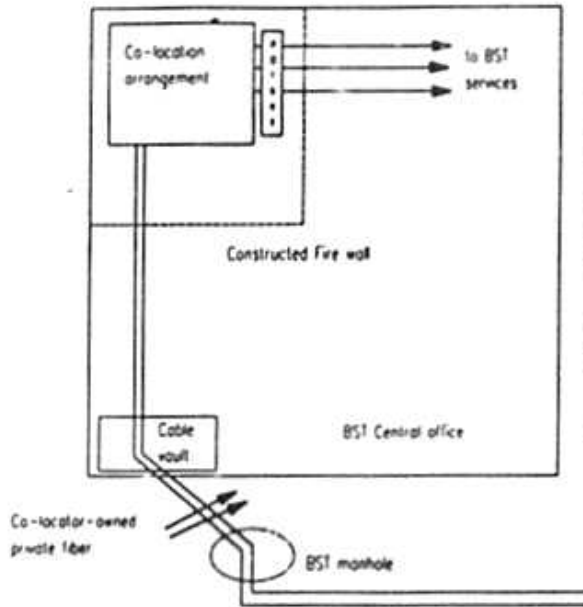
**BellSouth Physical Collocation
Central Office Exemptions
(through September 1994)***

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

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

Physical Co-location Expanded Interconnection

With Expanded Interconnection, the co-locator 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 co-location arrangement. The co-locator places their equipment in leased floor space and purchases cross-connects to BellSouth's transport services.

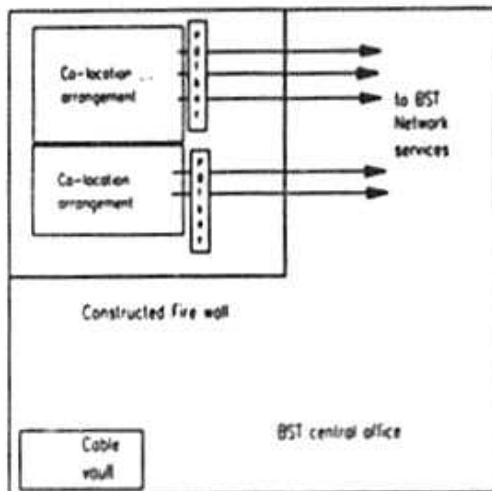


Elements	Type of charge
Application fee	NRC
Space preparation fee	NRC
Space construction fee *	NRC
Cable installation fee	NRC
Cable support structure	RC
Floor space / per square foot includes environmental	RC
Floor space - power / per ampere	RC
Cross-connects	RC
Security escort / per 1/2 hour	(as required)

* Applies for optional cage construction only.

Physical co-location: Service Interconnection arrangement

With a Service Interconnection arrangement, the co-locator 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 interconnected DS1 or DS3 services.



Elements	Type of charge
Application fee	NRC
Space preparation fee	NRC
Space construction fee *	NRC
Floor space / per square ft includes environmental	RC
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	\$ 3,850 00
Space Preparation Fee	Applies for survey and design of space, covers shared building modification costs	Non recurring	ICB *(1) Will not be less than \$1,788 00
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments	Non recurring	\$ 8,500 00 *(2) first 100 sq ft \$ 4,500 00 adtl 100 sq ft
Cable Installation Fee	Applies per entrance cable	Non recurring	\$ 3,650 00
Floor Space	Per square foot, for Zone A and Zone B offices respectively	Monthly Recurring	\$9 30 / \$8 40*(3)
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	\$ 5 15 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$13 35 per cable
POT bay	Optional Point of Termination bay, per 2-wire / 4-wire and per DS1 / DS3 cross-connect respectively	Monthly Recurring	\$ 40 / \$1 20 \$1 20 / \$5 00 *(4)
Cross-connects	Per 2-wire / 4-wire respectively	Monthly Rec Non-recurring	\$ 1 10 / \$ 1 60 \$155 00 / \$155 00
	Per DS1 / DS3 respectively	Monthly Rec Non-recurring	\$ 9 28 / \$ 72 48 \$155 00 / \$155 00
Security escort	First and additional half hour increments, per tariff rate in Basic time (B), Overtime (O) and Premium time (P)	As required This is a tariffed charge	\$41 00 / \$25 00 B \$48 00 / \$30 00 O \$55 00 / \$35 00 P

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

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

Note 3 See attached list for zone A offices as of November 1996. This list is subject to amendment

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

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.

State(s):	Alabama			Florida			Georgia		
	Monthly	Nonrecurring Charges First	Charges Add'l	Monthly	Nonrecurring Charges First	Charges Add'l	Monthly	Nonrecurring Charges First	Charges 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 85	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

State(s):	Kentucky			Louisiana			Mississippi		
	Monthly	Nonrecurring Charges First	Charges Add'l	Monthly	Nonrecurring Charges First	Charges Add'l	Monthly	Nonrecurring Charges First	Charges 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

State(s):	N. Carolina			S. Carolina			Tennessee		
	Monthly	Nonrecurring Charges First	Charges Add'l	Monthly	Nonrecurring Charges First	Charges Add'l	Monthly	Nonrecurring Charges First	Charges Add'l
Unbundled Exchange Access Loop	\$30 03	\$140 00	\$45 00	\$25 00	\$140 00	\$45 00	\$25 00	\$140 00	\$45 00
Unbundled Exchange Access IOC									
- Fixed	\$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 05	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), 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	\$6 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 65	\$7 00	\$7 00	\$1 60	\$8 00	\$6 00	\$1 60	\$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 service, etc. It may also be combined with other services available in BellSouth's intrastate Access Service Tariffs as technically feasible.

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

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

NOTES:

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

Attachment C-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 ALEC-1 for the purposes of resale to ALEC-1 end users shall be available at the following discount off of the retail rate.

	DISCOUNT	
STATE	RESIDENCE	BUSINESS
ALABAMA	10%	10%
FLORIDA	18%	12%
GEORGIA	20.3%*	17.3%*
KENTUCKY	10%	8%
LOUISIANA	11%	10%
MISSISSIPPI	9%	8%
NORTH CAROLINA	12%	9%
SOUTH CAROLINA	10%	9%
TENNESSEE	11%	9%

Discounts will not apply to: Unbundled port service; nonrecurring charges; federal or state subscriber line charges; inside wire maintenance plans; pass-through charges (e.g. N11 end user charges); and taxes

* The Georgia discount is subject to change as a result of final resolution of the Order of the Georgia Public Service Commission issued June 12, 1996.

DOCKET NO. 970835-TP, 970836-TP, 970805-TP, 970806-TP, 970834-TP,
970837-TP, 970799-TP

DATE: September 11, 1997

4. Docket No. 970806-TP; Petition by BellSouth Telecommunications, Inc. for approval of interconnection agreement with Comm. Depot, Inc.

COMMISSION MUST APPROVE OR DENY BY 9/29/97 PER TELECOMMUNICATIONS ACT OF 1996

5. Docket No. 970834-TP; Request for approval of interconnection agreement negotiated by BellSouth Telecommunications, Inc. with GTE Mobilnet of the South Incorporated pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996.

COMMISSION MUST APPROVE OR DENY BY 10/6/97 PER TELECOMMUNICATIONS ACT OF 1996

6. Docket No. 970837-TP; Request for approval of interconnection agreement negotiated by BellSouth Telecommunications, Inc. with GTE Mobilnet of Tampa Incorporated pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996.

COMMISSION MUST APPROVE OR DENY BY 10/6/97 PER TELECOMMUNICATIONS ACT OF 1996

7. Docket No. 970799-TP; Request for approval of interconnection agreement negotiated by BellSouth Telecommunications, Inc. and Sprint-Florida, Inc. pursuant to Section 252 of the Telecommunications Act of 1996.

COMMISSION MUST APPROVE OR DENY BY 9/28/97 PER TELECOMMUNICATIONS ACT OF 1996

BellSouth Telecommunications, Inc. 904 222-1201
Suite 400 Fax 904 222-8640
150 South Monroe Street
Tallahassee, Florida 32301

Nancy H. Sims
Director - Regulatory Relations

September 16, 1997

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

RE: Docket No. ~~970806~~-TP; Request for Approval of Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and Comm. Depot, Inc.

Dear Mrs. Bayo:

Enclosed is BellSouth's response to the Florida Public Service Commission Staff's request for additional information regarding the above-stated agreement. In the interest of time, BellSouth has already provided a copy of this information to Comm Depot, Inc.

ACK _____
AFA _____
APP _____ Thank you for your attention to this matter.

CAF _____ Sincerely,

(CMI) _____
CTR _____
EAG _____
LEC _____
L _____
Nancy H. Sims

Nancy H. Sims
Director - Regulatory Relations

Enclosures

cc: All Parties of Record

WAS _____
OTH _____

RECEIVED & FILED

[Signature]
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
09440 SEP 16 5
FPSC-RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION
Capital Circle Office Center • 2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

MEMORANDUM

September 11, 1997

TO: DIRECTOR, DIVISION OF RECORDS AND REPORTING (BAYO)

FROM: DIVISION OF COMMUNICATIONS (SIRIANNI, STAVANJA, NORTON) *WLS*
DIVISION OF LEGAL SERVICES (PELLEGRINI) *CMC*

RE: REQUEST FOR APPROVAL OF INTERCONNECTION AGREEMENTS

AGENDA: September 23, 1997 - CONSENT AGENDA - FINAL ACTION

CRITICAL DATES: SEE BELOW

SPECIAL INSTRUCTIONS: S:\PSC\CMU\WP\970835TP.RCM

Please place the following interconnection agreements on the consent agenda for approval.

1. Docket No. 970835-TP; Petition by BellSouth Telecommunications, Inc. for approval of interconnection agreement with Florida RSA #1B (Naples) Limited Partnership.

COMMISSION MUST APPROVE OR DENY BY 10/6/97 PER TELECOMMUNICATIONS ACT OF 1996

2. Docket No. 970805-TP; Petition by BellSouth Telecommunications, Inc. for approval of interconnection agreement with GNet Telecom, Inc.

COMMISSION MUST APPROVE OR DENY BY 9/29/97 PER TELECOMMUNICATIONS ACT OF 1996

3. Docket No. 970836-TP; Petition by BellSouth Telecommunications, Inc. for approval of interconnection agreement with Competitive Communications.

COMMISSION MUST APPROVE OR DENY BY 10/6/97 PER TELECOMMUNICATIONS ACT OF 1996

DOCUMENT NUMBER-DATE

09248 SEP 11 5

FPSC-RECORDS/REPORTING

DOCKET NO. 970835-TP, 970836-TP, 970805-TP, 970806-TP, 970834-TP,
970837-TP, 970799-TP
DATE: September 11, 1997

4. Docket No. 970806-TP; Petition by BellSouth Telecommunications, Inc. for approval of interconnection agreement with Comm. Depot, Inc.

COMMISSION MUST APPROVE OR DENY BY 9/29/97 PER TELECOMMUNICATIONS ACT OF 1996

5. Docket No. 970834-TP; Request for approval of interconnection agreement negotiated by BellSouth Telecommunications, Inc. with GTE Mobilnet of the South Incorporated pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996.

COMMISSION MUST APPROVE OR DENY BY 10/6/97 PER TELECOMMUNICATIONS ACT OF 1996

6. Docket No. 970837-TP; Request for approval of interconnection agreement negotiated by BellSouth Telecommunications, Inc. with GTE Mobilnet of Tampa Incorporated pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996.

COMMISSION MUST APPROVE OR DENY BY 10/6/97 PER TELECOMMUNICATIONS ACT OF 1996

7. Docket No. 970799-TP; Request for approval of interconnection agreement negotiated by BellSouth Telecommunications, Inc. and Sprint-Florida, Inc. pursuant to Section 252 of the Telecommunications Act of 1996.

COMMISSION MUST APPROVE OR DENY BY 9/28/97 PER TELECOMMUNICATIONS ACT OF 1996