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July 16, 1997

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

970588-TP

Re: Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Interstate Telephone Group 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 Interstate Telephone Group are submitting to the Florida Public Service Commission their negotiated agreement, including two amendments, for the interconnection of their networks, the unbundling of specific network elements, and the resale of BellSouth's telecommunications services to Interstate Telephone Group. 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 Interstate Telephone Group 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,

Elise R. McCabe

AM
A. M. Lombardo
Regulatory Vice President

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REGULATORY DIVISION

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

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

I. RECITALS AND PRINCIPLES

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

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

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

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

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

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

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

A. General Requirements

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

B. Interconnection with Network Elements

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

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

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

C. Order Processing

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

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

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

E. Service Quality

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

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

F. Network Information Exchange

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

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

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

H. Billing for Network Elements

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

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

I. Addition of Network Elements

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

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

- B.1 Interconnection will be available at any technically feasible point that is used in the transmission of voice, data or other types of traffic.
- B.2 Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area Carrier desires to serve for interconnection to those end offices that subtend the access tandem. At its discretion, Carrier may elect to interconnect directly at any BellSouth end offices for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 (SS7) connectivity is required at each interconnection point where available. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The Parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision, and shall hand off calling party number ID where technically feasible.
- B.3 In accordance with Section V.C hereafter, collocation arrangements will be established which are suitable for use in Carrier/BellSouth local interconnection and Carrier access to unbundled BellSouth network components. Allowable collocation equipment includes transmission and concentrating equipment.
- B.4 In accordance with Section V.D hereafter, the Parties agree to establish trunk groups such that each Party provides a reciprocal of each trunk group established by the other Party. The Parties agree to install efficient and sufficient facilities to carry traffic (1) to route calls originating on its network and terminating on the other carrier's network to its POI, and (2) to route calls originating on the other local exchange carrier's network, but terminating on its network from that carrier's POI, and will work cooperatively to ensure such. Notwithstanding the foregoing, each Party

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

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

C. Facilities for Local Interconnection

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

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

D. Trunking and Signaling

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

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

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

E. Network Management

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

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

G. Cross-Connection to Other Collocators

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

VI. LOCAL TRAFFIC EXCHANGE

A. Exchange of Traffic

The Parties agree for the purpose of this Agreement only that local interconnection is defined as the delivery of local traffic to be terminated on each party's local network so that customers of either party have the ability to reach customers of the other party, without the use of any access code or delay in the processing of the call. Local traffic for these purposes shall include any telephone call that originates and terminates in the same LATA and is billed by the originating exchange outside of BellSouth's service area with respect to which BellSouth has a local interconnection arrangement with an independent LEC, with which Carrier is not directly connected. The Parties further agree that the exchange of traffic on BellSouth's Extended Area Service (EAS) shall be considered local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Compensation

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

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

C. Transitted Traffic

If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) a CLEC other than Carrier; (2) an ILEC other than BellSouth; or (3) another telecommunications company such as a wireless telecommunications service provider, the party performing the intermediary function will bill a \$0.002 per minute charge. However, BellSouth agrees that Carrier may cross-connect directly to such third Parties at the POI. In such an event, tariffed cross-connection non-recurring charges will apply, and no transitting charge will apply.

VII. MEET-POINT BILLING ARRANGEMENTS

Both Parties hereto provide interexchange access transport services to IXCs and other access service customers. Pursuant to the terms of this Agreement, and to the extent Carrier requires meet-point arrangements, Carrier will interconnect at selected BellSouth switches of its choosing for the purposes of providing certain Switched Access Services. On such occasions, a portion of the access transport service will be provided by each of the Parties hereto. This section establishes arrangements intended to enable each of the Parties hereto to serve and bill their mutual Switched Access Service customers, on an accurate and timely basis. The arrangements discussed in this section apply to the provision of both interLATA and intraLATA Switched Access Services. It is understood and agreed that Carrier is not obligated to provide any of its Switched Access Service(s) through any specific access tandem switch or access tandem provider, and may at its sole discretion, with due notice to those affected, modify its serving arrangements on its own initiative.

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

C. Tariffs

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

D. Billing and Data Exchange

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

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

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

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

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

G. Special Arrangements

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

VIII. TOLL TRAFFIC INTERCONNECTION

- A. The delivery of interexchange toll traffic by a Party to the other Party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other Party's network, each Party will pay the other Party's tariffed terminating switched access rate, inclusive of the interconnection charge and the carrier common line rate elements of the switched access rate. The Parties agree that their terminating switched rate shall be the rate in effect when the traffic is terminated.

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

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

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

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

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

XI. ANCILLARY SERVICES AND PLATFORM ARRANGEMENTS

A. 800 Traffic

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

- B.3 For E-911 service, Carrier shall install a minimum of two dedicated trunks originating from Carrier's serving wire center and terminating to the appropriate E-911 tandem. The dedicated trunks shall be, at minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with MF pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the U-255 Law convention. Carrier will provide BellSouth daily updates to the E-911 database.
- B.4 If a municipality has converted to E-911 service, Carrier will forward 911 calls to the appropriate E-911 tandem, along with ANI, based upon the current E-911 end office to tandem homing arrangement as provided by BellSouth. If the E-911 tandem trunks are not available, Carrier will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.
- B.5 BellSouth will provide Carrier with an electronic interface from which Carrier may input and update subscriber records in the E-911 database. BellSouth shall also provide Carrier with an automated interface to access its Automatic Location Identification (ALI) database.
- B.6 BellSouth and Carrier agree that the practices and procedures contained in the E-911 Local Exchange Carrier Guide For Facility-Based Providers (LEC Carrier Guide) shall determine the appropriate procedures and practices of the Parties as to the provision of 911/E-911 Access. The LEC Carrier Guide shall at a minimum include, or BellSouth shall separately provide, 911 database update procedures and 911 trunk restoration procedures.
- B.7 If Carrier requires transport to the BellSouth 911 tandem, Carrier may, at Carrier's option, purchase such transport from BellSouth at rates set forth in either BellSouth's intrastate switched access services tariff or intrastate special access services tariff.
- B.8 BellSouth and Carrier will cooperatively arrange meetings to answer any technical questions that municipal or county coordinators may have regarding the 9-1-1/E-911 portions of this Agreement.

B.9 Where BellSouth is responsible for maintenance of the E-911 database and can be compensated for maintaining Carrier's information by the municipality, BellSouth shall seek such compensation. BellSouth may seek compensation for its costs from Carrier only if and to the extent BellSouth is unable to obtain such compensation from the municipality.

B.10 Nothing herein shall be construed to prevent Carrier from opting to route Basic 911 and E-911 calls to an alternative emergency call service bureau, to provide such services itself, or to route such calls directly to a Public Safety Answering Point (PSAP).

C. Provision of Operator Services

C.1 BellSouth will offer to Carrier Operator Call Processing Access Service BLV/BLVI Service and Directory Assistance Access Services. Rates, terms and conditions are set forth in section VI.F for BLV/BLVI Service, Attachment C-11 for Directory Assistance Access Services, and Attachment C-10 for Operator Call Processing Access Services. Each such attachment is incorporated herein by this reference.

C.2 BellSouth also will offer to Carrier CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-12 and Attachment C-13, incorporated herein by this reference.

D. Transfer of Service Announcements

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

F.2 Compensation

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

G. Directory Assistance (DA)

G.1 Description

At Carrier's request, BellSouth will:

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

G.2 Compensation

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

H. Directory Listings and Directory Distribution

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

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

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

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

I. Access to Signaling and Signaling Databases

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

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

- A.4 Within two (2) business days of receiving notification from the end user customer, Party B shall notify Party A of the customer's termination of service with Party B, and shall further notify Party A as to that customer's instructions regarding its telephone number(s). Party A will reinstate service to that customer, cancel the SPNP arrangements for that customer's telephone number(s), or redirect the SPNP arrangement pursuant to the customer's instructions at that time.
- B. SPNP-RCF is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by Carrier or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the SPNP-RCF end user. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis and are in addition to the rate for SPNP-RCF service.
- C. The Parties shall provide RCF arrangements to each other at identical monthly rates. Recurring charges shall not exceed the actual cost of providing the service. There shall be no non-recurring charges. Until otherwise verified by reliable cost studies, actual cost for recurring charges are as follows:
1. Residential Services - \$1.15 per line, including 6 call paths;
 2. Business Service - \$2.25 per line, including 10 call paths; and
 3. Each additional path - \$0.50.

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

XV. RESPONSIBILITIES OF THE PARTIES

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

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

XVI. NETWORK DESIGN AND MANAGEMENT

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

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

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

XVIII. IMPLEMENTATION OF AGREEMENT

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

XIX. UNIVERSAL SERVICE

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

XX. FORCE MAJEURE

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

XXI. LIABILITY AND INDEMNIFICATION

A. Liability Cap.

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

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

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

XXII. MOST FAVORABLE PROVISIONS

- A. The parties agree that if --
1. the Federal Communications Commission ("FCC") or the Commission finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations, or
 2. the FCC or the Commission preempts the effect of this Agreement, then, in either case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or Commission action giving rise to such negotiations. The parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation or preemption.
- B. In the event that BellSouth, either before or after the effective date of this Agreement, enters into an agreement with any other telecommunications carrier (an

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

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

1. by accepting such Other Terms in their entirety; or
2. by accepting the Other Terms that directly relate to any of the following arrangements as a whole:
 - a. local interconnection,
 - b. interLATA and IntraLATA toll traffic interconnection,
 - c. unbundled access to network elements, which include: local loops, network interface devices, switching capability, interoffice transmission facilities, signaling networks and call-related databases, operations support systems functions, operator services and directory assistance, and any elements that result from subsequent bona fide requests,
 - d. access to poles, ducts, conduits and rights-of-way,
 - e. access to 911/E911 emergency network,
 - f. collocation, or

- g. access to telephone numbers.

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

F. Corrective Payment. In the event that --

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

XXIII. DEFAULT

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

XXIV. NONDISCLOSURE

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

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

5. is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
6. is approved for release by written authorization of the disclosing Party; or
7. is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

- E. **Effective Date.** Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement. The obligation to that information as confidential shall survive the termination of this Agreement.

XXV. ARBITRATION

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

XXIX. NOTICES

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

Robert Nyswaner
PO Box 510
West Point GA
31033

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

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

XXX. ENTIRE AGREEMENT

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

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

Robert Nyswaner
INTERSTATE TELEPHONE
GROUP

By: Robert Nyswaner
Title: CFO
Date: 5/1/97
Address:
PO Box 510
West Point, GA.
31033

Jerry Hendrix
BELLSOUTH
TELECOMMUNICATIONS, INC.

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

ATTACHMENT A

INTERSTATE TELEPHONE GROUP ENTITIES COVERED BY AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

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

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

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

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

54. "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECS (including a LEC and a C-LEC), or by one LEC in two or more states within a single LATA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT C-1

Unbundled Products and Services and New Services

Service: Virtual Collocation

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

State(s): All

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

Service: Physical Collocation

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

State(s): All

Rates, Terms and Conditions: To be negotiated.

BellSouth Telecommunications

Negotiations Handbook

for

Collocation

Preface

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

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

Introduction

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

Service Descriptions

Virtual Expanded Interconnection Service (VEIS)

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

With VEIS, the collocator places fiber optic cable outside the central office to an interconnection point designated by BellSouth. The collocator provides the connecting riser fiber between the interconnection point and the collocation equipment arrangement inside the central office, cabling from the arrangement to the BST cross-connect point, and cabling from the arrangement to the BST provided power source. BellSouth will lease the collocator's entrance fiber, cabling and equipment arrangement for the nominal fee of one dollar.

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

Physical Collocation

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

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

As with VEIS, all equipment placed as part of a collocation arrangement must be installed by a BellSouth certified vendor and must meet NEBS standards. A collocation arrangement enclosure may be purchased from BellSouth to house the equipment arrangement at the request of the collocator for an additional fee. A collocator has the option of arranging directly for the construction of the enclosure following BellSouth specifications. Power equipment installed by the collocator must be enclosed within fire rated walls.

Rate Components (cont.)

Cross-connect (R)

This element provides the one-for-one interconnection to BellSouth's tariffed Switched and Special Access service offerings (i.e. DS0, DS1 or DS3 services) or Unbundled Network Elements (i.e. 2-wire or 4-wire unbundled loop, unbundled ports). It is a flat rate, non-distance sensitive charge and applies on a per circuit or port connection basis.

POT bay (R)

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

Cable Installation

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

Cable Support Structure

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

Space Preparation fee

This one time fee per arrangement, per location covers the survey, engineering, design, and building / support system modifications for the shared physical collocation area within a central office plus additional "make ready work" specific to the collocator which is not included in the enclosure construction fee. BellSouth will pro rate the common space preparation costs among all collocators at a given central office based on the number of square footage requested per collocator. This charge may vary dependent on the location and type of arrangement requested. A portion of the estimated Space Preparation charge must be paid prior to construction or equipment installation begins.

Space construction fee

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

General Terms and Conditions

Application for service

The application for collocation is a two-phase process consisting of the Application Inquiry phase and the Firm Order phase. To obtain a copy of BellSouth's application form, see page 12 of this document. Prior to negotiations for equipment placement, the inquiry document must be submitted for review and planning by the Central Office equipment engineers, space planners and facility planners. Based on the feedback from these sources, BellSouth will respond to the application in writing. The application fee referenced in the previous section must accompany each application as indication of a bona fide request.

Following the 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 along with the prepayment of applicable fees.

Assignment of space

BellSouth assigns space for collocation based on space availability and on a first come, first serve basis. For physical collocation, a customer may opt for an enclosure which is available as a 100 square foot minimum based on space availability within the area designated for physical collocation.

A collocator requesting more than a 100 square foot enclosure will be offered contiguous space where available in 50 square foot increments. Where contiguous space is unavailable, the collocator may elect the construction of two separate enclosures and may interconnect its arrangements one to another.

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

Pricing structure

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

Occupancy of space

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

General Terms and Conditions (cont.)

Equipment installation

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

The Certified Vendor is responsible for installing the collocation equipment and components, running power feed(s) to the BellSouth BDFB, performing operational tests after the equipment installation is completed, and notifying the local BellSouth Equipment Engineer and the Collocator upon successful completion of the installation and acceptance testing. Arrangements must be made such that the Collocator is billed directly by the Certified Vendor for activities associated with the arrangement installation. A list of certified vendors may be obtained from the Collocation contact found on page 10 of this Handbook.

Alarm and monitoring

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

Inspections

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

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

Commencement Date

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

General Terms and Conditions (cont.)

Access to BellSouth Central Offices

Only BellSouth employees, BellSouth certified vendors, Collocator employees and their authorized agents are permitted in BellSouth Central office buildings. All collocators are required to provide their employees and authorized agents a picture identification. This identification must have the employee name and company name clearly printed and must be visible at all times while the individual is inside a BellSouth facility. Manned offices will afford 24 hour, 7 day per week access, but may require a security escort to the collocation area depending on building configuration. Unmanned offices may require prior arrangement for the dispatch of a BellSouth employee or security escort for building access.

Liability

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

Insurance

BellSouth requires the following coverage: (1) \$10 million in commercial general liability insurance or a combination of commercial general liability and excess umbrella coverage totaling \$10 million; (2) workers compensation coverage/employers liability coverage with limits not less than \$100,000 each accident; (3) \$100,000 each employee by disease, \$500,000 policy limit by disease. BellSouth will review requests for self insurance on a case by case basis.

Insurance coverage must be in effect on or before the date work commences or equipment is delivered, whichever is sooner, and must remain in effect until departure of all collocator personnel and property from the central office.

Ordering Interconnected service

A collocator may interconnect to special and switched access services from BellSouth's FCC #1 tariff or state access tariffs at the DS3, DS1 and equivalent DS0 cross-connect level. Interconnection is also available for private line services or unbundled loops and ports at the DS1, 2-wire or 4-wire interface level for certified ALECs only. Please ask your BellSouth contact for specific information.

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

Negotiation Contacts

For ALEC initial contact:

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

For CAP, and subsequent ALEC contacts:

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

For IXC customers:

Contact your account representative.

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

Contact your Account Representative

**Example Letter
Customer Request
for
Physical Collocation Negotiations**

(Date)

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

Dear Mr. Hendrix:

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

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

Sincerely,

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

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

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

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

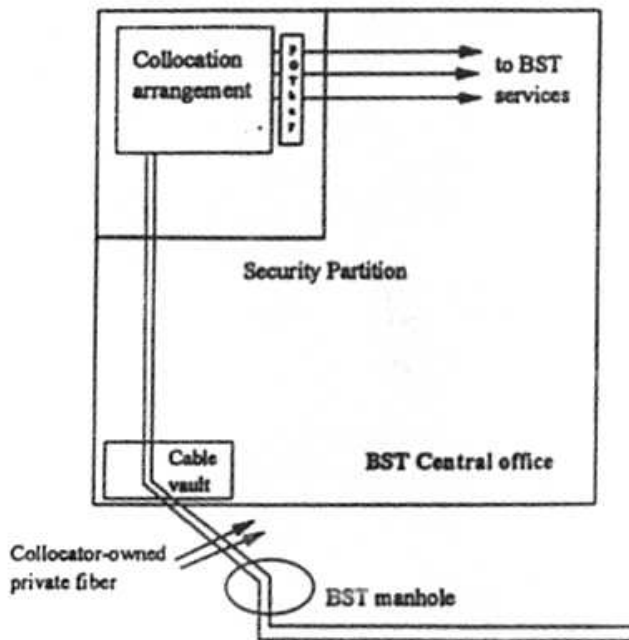
**BellSouth Certified Power Vendors
Engineering and Installation for Physical Collocation
March 1997**

| | | |
|------------------------------|---|---|
| 1. Charles E. Singleton | Sam Wetzel | 305.960.0158 |
| 2. Reltec Services | Bob Dietz | 216.353.2070 |
| 3. Six R Communications | Ken Kootz | 704.535.7607 |
| 4. Lucent Technologies, Inc. | (SC) Adrian Dye (MS) Larry Montgomery (GA) Mike Chancey (NFL) Wayne Stricklen (NC) Abe Jenkins (NC) (AL) Marc Hazz (LA.TN.KY) Unknowns | 803.926.5213 601.949.8277 404.573.6521 407.636.1421 704.529.0693 910.299.0326 334.265.1291 Use a # above |

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

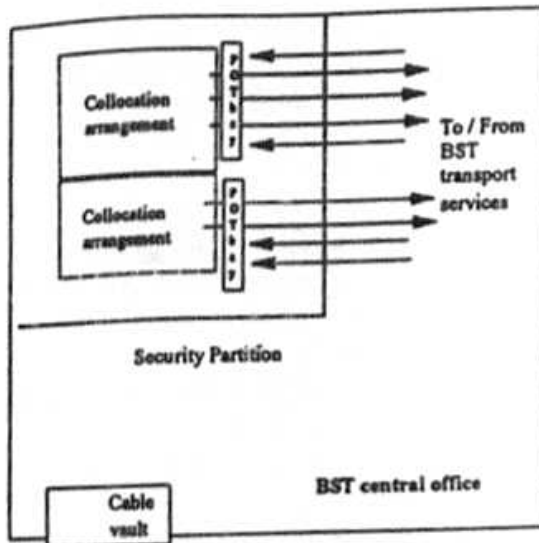
Physical Collocation: Expanded Interconnection

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



Physical collocation: Service Interconnection arrangement

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



BellSouth Zone A Offices

EX = Exempt from Physical

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

| <u>STATE</u> | <u>CITY</u> | <u>OFFICE</u> | <u>CLLI / STATUS</u> |
|--------------|-------------|------------------|----------------------|
| GA | Athens | Athens | ATHNGAMA |
| | Atlanta | Courtland St | ATLNGACS |
| | | Peachtree Pl | ATLNGAPP |
| | | Buckhead | ATLNGABU |
| | | East Point | ATLNGAEP |
| | | Toco Hills | ATLNGATH |
| | | Sandy Springs | ATLNGASS |
| | Lilburn | Lilburn | LLBNGAMA |
| | Smyrna | Power Ferry | SMYRGAPF |
| | | Smyrna Main | SMYRGAMA |
| | Tucker | Tucker Main | TUKRGAMA EX |
| | Roswell | Roswell Main | RSWLGAMA |
| | Norcross | Norcross Main | NRCRGAMA |
| | Marietta | Marietta Main | MVRTGAMA |
| | Dunwoody | Dunwoody Main | DNWDGAMA |
| | Alpharetta | Alpharetta Main | ALPRGAMA |
| | Columbus | Columbus Main | CLMBGAMT |
| KY | Louisville | Armory Place | LSVLKYAP EX |
| | | Westport Rd | LSVLKYWE EX |
| | | Beechmont | LSVLKYBE |
| | | Bardstown Road | LSVLKYBR EX |
| | | Fern Creek | LSVLKYFC |
| | | JTown | LSVLKYJT |
| | | Mathews | LSVLKYSM |
| | | Third Street | LSVLKYTS |
| LA | New Orleans | Main | NWORLAMA |
| | Baton Rouge | Main | BTRGLAMA |
| MS | Hattiesburg | Hattiesburg Main | HTBGMSMA |
| | Jackson | Cap Pearl | JCSNMSCP |
| | Vicksburg | Vicksburg | VCBGMSMA |
| NC | Cary | Central | NARYNCCE |
| | Chapel Hill | Rosemary | CPHLNCRO |
| | Charlotte | Caldwell | CHRLNCCA |
| | | South Boulevard | CHRLNCB0 |
| | Charlotte | Derita | CHRLNCDE |
| | | Erwin | CHRLNCER |
| | | Lake Point | CHRLNCLP |
| NC | | Reid | CHRLNCRE EX |
| | | Sharon Amity | CHRLNCSH |
| | | University | CHRLNCUN EX |
| | Greensboro | Eugene St | GNBONCEU |
| | Raleigh | Morgan | RLGHNCMO |
| | | New Hope | RLGHNCHO |
| NC | Salisbury | Main | SLBRNCMA |

ATTACHMENT C-2

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

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

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

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

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

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

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

ATTACHMENT C-2 (cont'd)

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

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

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

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

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

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

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

Attachment C-4

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports

Description: An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combined with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

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

| Alabama | | | Florida | | Georgia | |
|--|---------|------------|----------------|----------|----------------------------------|--------|
| Rate Elements | Rate | Per | Rate Elements | Rate | Rate Elements | Rate |
| Monthly (1) | | | Monthly | | Monthly | |
| Residence Port | \$2.50 | | Residence Port | \$2.00 | Residence Port | \$2.28 |
| Business Port | \$7.00 | | Business Port | \$4.50 | Business Port | \$4.80 |
| 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) | \$0.08 | 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-4

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports (Cont'd)

| Kentucky | | | Louisiana | | |
|--|---------|------------|---|--------|------------|
| Rate Elements | Rate | Per | Rate Elements | Rate | Per |
| Monthly | | | Monthly | | |
| Residence Port | \$3.50 | | Residence Port | \$2.50 | |
| Business Port | \$10.00 | | Business Port | \$7.00 | |
| PBX Trunk Port | \$10.00 | | PBX Trunk Port | \$7.00 | |
| Rotary Service | \$3.50 | | Rotary Service | \$3.50 | |
| Usage-Mileage Bands | | | Usage-Mileage Bands | | |
| A (0 miles) | \$0.04 | Init.Min. | D (0 miles) | \$0.02 | Init.Min. |
| | \$0.02 | Add'l min. | | \$0.01 | Add'l min. |
| B (1-10 miles) | \$0.04 | Init.Min. | A (1-10 miles) | \$0.04 | Init.Min. |
| | \$0.02 | Add'l min. | | \$0.02 | Add'l min. |
| C (Greater than 10 miles Limited LCA) | \$0.08 | Init.Min. | B (11-16 miles) | \$0.08 | Init.Min. |
| | \$0.04 | Add'l min. | | \$0.04 | Add'l min. |
| D (1-10 miles beyond Limited LCA) | \$0.04 | Init.Min. | C (17-22 miles) | \$0.10 | Init.Min. |
| | \$0.02 | Add'l min. | | \$0.07 | Add'l min. |
| E (11-16 miles beyond Limited LCA) | \$0.08 | Init.Min. | D (23 - 30 miles Basic LCA and Intra Parish Expanded LCA) | \$0.14 | Init.Min. |
| | \$0.04 | Add'l min. | | \$0.10 | Add'l min. |
| F (17-22 miles beyond Limited LCA) | \$0.08 | Init.Min. | E (Greater than 30 miles Basic LCA and Intra Parish Expanded LCA) | \$0.14 | Init.Min. |
| | \$0.07 | Add'l min. | | \$0.14 | Add'l min. |
| G (23-30 miles beyond Limited LCA) | \$0.08 | Init.Min. | F (23 - 30 miles Inter-Parish Expanded LCA) | \$0.14 | Init.Min. |
| | \$0.07 | Add'l min. | | \$0.10 | Add'l min. |
| H (31-40 miles beyond Limited LCA) | \$0.08 | Init.Min. | G (31 - 40 miles Inter-Parish Expanded LCA) | \$0.14 | Init.Min. |
| | \$0.07 | Add'l min. | | \$0.14 | Add'l min. |
| I (Greater than 40 miles beyond Limited LCA) | \$0.08 | Init.Min. | H (Greater than 40 miles Inter-Parish) | \$0.14 | Init.Min. |
| | \$0.07 | Add'l min. | | \$0.14 | Add'l min. |

| Mississippi | | | N. Carolina | | | S. Carolina | | |
|---|--------|------------|----------------|--------|---------------------|-------------|--|--|
| Rate Elements | Rates | Per | Rate Elements | Rates | Rate Elements | Rates | | |
| Monthly | | | Monthly | | Monthly | | | |
| Residence Port | \$3.75 | | Residence Port | \$2.00 | Residence Port | \$4.00 | | |
| Business Port | \$7.50 | | Business Port | \$6.00 | Business Port | \$10.50 | | |
| PBX Trunk Port | \$7.50 | | PBX Trunk Port | \$6.00 | PBX Trunk Port | \$10.50 | | |
| Rotary Service | \$3.75 | | Rotary Service | \$1.50 | Rotary Service | \$3.00 | | |
| Usage - Mile Bands | | | Usage - (STS) | | Usage - (STS) | | | |
| A (0 miles) | \$0.02 | Init.min. | - Init.min. | | - Basic Svc Area | \$0.02 | | |
| | \$0.01 | Add'l min. | - Add'l min. | | - Expanded Svc Area | \$0.12 | | |
| B (1-10 miles) | \$0.04 | Init.min. | | | | | | |
| C (11-16 miles, existing LCA described in A3.6 greater than 16 miles, and calls to county seat greater than 16 miles) | \$0.02 | Add'l min. | | | | | | |
| | \$0.06 | Init.min. | | | | | | |
| D (17-30 miles) | \$0.04 | Add'l min. | | | | | | |
| | \$0.08 | Init.min. | | | | | | |
| | \$0.07 | Add'l min. | | | | | | |
| E (31-55 miles Biloxi LATA) | \$0.08 | Init.min. | | | | | | |
| | \$0.07 | Add'l min. | | | | | | |
| F (31-55 miles Jackson LATA) | \$0.12 | Init.min. | | | | | | |
| | \$0.10 | Add'l min. | | | | | | |
| G (56-85 miles Biloxi LATA) | \$0.18 | Init.min. | | | | | | |
| | \$0.14 | Add'l min. | | | | | | |

| Tennessee | | |
|--------------------|---------|-----|
| Rate Elements | Rates | Per |
| Monthly | | |
| Residence Port | \$4.00 | |
| Business Port | \$10.00 | |
| PBX Trunk Port | \$10.00 | |
| Rotary Service | \$6.50 | |
| Usage - Mile Bands | | |
| A (0-16 miles) | \$0.02 | per |
| B (17-30 miles) | \$0.05 | per |
| C >30 miles | \$0.10 | per |

ATTACHMENT C-5

Unbundled Products and Services and New Services

Service: **Signaling**

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

State(s): **All**

Rate(s):

| Rate Elements | Monthly Rate | Recurring Rate | Non-Recurring | Applied Per |
|---------------------------------|--------------|----------------|---------------|------------------|
| CCS7 Signaling Connection | \$155.00 | — | \$51 | 56 Kpbs facility |
| CCS7 Signaling Termination | \$355.00 | — | 0.00 | STP Port |
| CCS7 Signaling Usage* | — | \$0.000023 | — | Call Set Up Msg. |
| | — | \$0.000050 | — | T-Cap Msg. |
| CCS7 Signaling Usage Surrogate* | \$395.00 | — | — | 56 Kpbs facility |

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

ATTACHMENT C-6

Unbundled Products and Services and New Services

Service: Line Information Database (LIDB)-Storage Agreement

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

Each time an Carrier's data is used BellSouth will compensate Carrier at a rate of 40% of BellSouth's LIDB Validation rate per query as displayed in Attachment C-13 following.

State(s): All

Rate(s): No Charge

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

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

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

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

III. RESPONSIBILITIES OF PARTIES

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

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

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

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

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

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

IV. COMPLIANCE

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

V. TERMS

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

VI. FEES FOR SERVICE AND TAXES

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

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

VII. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuits, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

VIII. LIMITATION OF LIABILITY

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

IX. MISCELLANEOUS

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

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

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

Address: _

ATTACHMENT C-7

Unbundled Products and Services and New Services

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

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

State(s): All

| Rate Elements | Description | Monthly | Non-Recurring |
|--|---|-----------|---------------|
| LIDB Common Transport | Provides for transport of the customer's query from the LIDB Location (RSTP) to the data base (SCP). This charge will apply each time the customer requests and receives validation of a BellSouth calling card or requests and receives the status of a billed number associated with a LEC line stored in the BellSouth LIDB. | \$0.00030 | -- |
| LIDB Validation | Provides for query of data resident in BellSouth's LIDB. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in BellSouth's LIDB. | \$0.03800 | -- |
| Originating Point Code Establishment or Change | Provides for the establishment or change of a customer requested Originating Point Code. This charge will apply each time the customer establishes or changes a point code destination identifying one of his locations or a location of one of his end users. | -- | \$91.00 |
| CCS7 Signaling Connections | Rates, terms and conditions for CCS7 Signaling Connections are as set forth in Section E6.8 of BellSouth Telecommunication's Inc.'s Intrastate Access Services Tariff. | | |

AGREEMENT

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

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

2. **CARRIER OBLIGATIONS.** CARRIER agrees as follows:

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

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

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

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

3. **BAPCO OBLIGATIONS.** BAPCO agrees as follows:

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

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

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

(c) BAPCO will distribute its regularly published alphabetical and classified Directories to local CARRIER subscribers at no charge to CARRIER or CARRIER's subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new CARRIER service, if a current Directory for that geographic area has not previously been provided. Such deliveries may include separate advertising materials accompanying the Directories.

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

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

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

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

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

4. **PUBLISHING POLICIES.** BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories. BAPCO shall periodically provide CARRIER with changes

(b) The parties will not have an obligation to protect any portion of Information which: (1) is made publicly available lawfully by a nonparty to this Agreement; (2) is lawfully obtained from any source other than the providing party; (3) is previously known without an obligation to keep it confidential; (4) is released by the providing party in writing; or (5) commencing two (2) years after the termination date of this Agreement if such Information is not a trade secret under applicable law.

(c) Each party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each party agrees to use the Information solely in support of this Agreement and for no other purpose.

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

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

12. **REPRESENTATIVES AND NOTICES.**

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

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

If to BAPCO:

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

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

If to CARRIER: _____

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

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

**BELLSOUTH ADVERTISING &
PUBLISHING CORPORATION**

CARRIER:

By: _____
(Signature)

By: _____
(Signature)

Name: R. F. Barretto

Name: _____

Title: Director - LEC Interface

Title: _____

Date: _____

Date: _____

BAPCO Deliverables ***Abbreviations Table**

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

Central Office Table

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

Coverage Maps

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

Customer Guide Pages Appearance Procedures

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

Foreign Directory Name Table

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

Listing Guidelines

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

Listing Standards and Regulations

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

Publication Schedules

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

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

Yellow Pages Headings

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

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

ATTACHMENT C-9

Unbundled Products and Services and New Services

Service: Access to 911 Service

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

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

State(s): All

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

Special Service Requirements:

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

ATTACHMENT C-10

Unbundled Products and Services and New Services

Service: Operator Call Processing Access Service

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

| Rate Elements | State(s) | Monthly Recurring | Applied Per |
|--|-------------|-------------------|------------------|
| Operator Provided Call Handling | All | | Per Work Minute |
| Call Completion Access Termination Charge This charge will be applicable per call attempt and is in addition to the Operator Provided Call Handling charge listed above. | Alabama | \$0.06 | Per Call Attempt |
| | Florida | \$0.06 | Per Call Attempt |
| | Georgia | \$0.06 | Per Call Attempt |
| | Kentucky | \$0.06 | Per Call Attempt |
| | Louisiana | \$0.06 | Per Call Attempt |
| | Mississippi | \$0.06 | Per Call Attempt |
| | N. Carolina | \$0.06 | Per Call Attempt |
| | S. Carolina | \$0.06 | Per Call Attempt |
| Tennessee | \$0.12 | Per Call Attempt | |
| Fully Automated Call Handling | All | \$0.15 | Per Attempt |
| Operator Services Transport Operator Services transport rates, terms and conditions are as set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff. | | | |

Special Service Requirements:

1. DA Service hereunder provides the ability to make Carrier's data available to anyone calling BellSouth's DA, and BellSouth's data available to anyone calling Carrier's DA.
2. BellSouth shall store proprietary customer information provided by Carrier in its AA database; such information shall be able to be identified by source provider in order to provide the necessary protection of proprietary information.
3. DA Service includes the ability to complete intraLATA, 555 and 411 calls utilizing components of BellSouth's DA network.
4. Carrier may resell BellSouth DA either as part of a bundled Carrier service or independently.
5. Carrier shall be able to buy the components or any combination of components, that comprise the DA Service and package them as required, including:
 - Unbundled Directory Platform (includes operators, switch and LAN)
 - Unbundled Directory Assistance Database Access Service ("DADAS")
 - Unbundled Directory Assistance Database Service ("DADS")

DADAS and DADS will be offered pursuant to the terms of the applicable BellSouth Local Interconnection Services Tariff.
6. There will be no charge for BellSouth storage of Carrier customer information in the Directory Assistance Database.
7. The end-to-end interval for updating database must be the same as provided to BellSouth's end users.
8. BellSouth will provide Carrier with an interface into BellSouth's database for updating and inquiries.
9. Quality standards shall be equivalent to that provided by BellSouth to its own customers.
10. Speed-to-answer times will be equivalent to that provided by BellSouth to its own customers.

ATTACHMENT C-12

Unbundled Products and Services and New Services

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

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

All intraLATA and local messages originated and billed in the BellSouth Region involving BellSouth CMDS hosted companies will be processed through the Non-Send Paid Report System (NSPRS) described in the attached agreement and Attachment C-13 hereto. BellSouth agrees to provide CMDS/RAO hosting and NSPRS services for Carrier, subject to the terms of this Attachment and Attachment C-14, and subject to execution of a services agreement substantially in the form attached hereto.

State(s): All

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

CONTRACT PROVISIONS FOR RAO HOSTING AND NSPRS

SECTION 1. SCOPE OF AGREEMENT

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

SECTION 2. DEFINITIONS

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

SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01 RAO Hosting and NSPRS services provided to Carrier by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

(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 Carrier. 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 to CMDS.
 - 3) Message Forwarding from CMDS - function of receiving a message from CMDS and forwarding that message to Carrier.

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 Carrier 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 Carrier and will coordinate all associated conversion activities.
- 2.02 BellSouth will receive messages from Carrier 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 Carrier.
- 2.04 All data received from Carrier 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.

- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from Carrier, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Carrier of the error condition. Carrier 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, Carrier 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 Carrier 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 Carrier, 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 Carrier for the purpose of data transmission. Where a dedicated line is required, Carrier will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Carrier 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 Carrier. Additionally, all message toll charges associated with the use of the dial circuit by Carrier will be the responsibility of Carrier. 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 Carrier end for the purpose of data transmission will be the responsibility of Carrier.

SECTION 1. SCOPE OF EXHIBIT

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

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 BellSouth will remit to Carrier the revenue, less a billing charge, for IntraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by Carrier and billed to:
- 1) a BellSouth customer,
 - 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages),
 - 3) another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS) administered by BellCore,
 - 4) another company utilizing the non-conterminous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with BellSouth.
- 2.02 These other services include, but are not limited to:
- 1) Maritime Mobile Radiotelephone Services radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Services tariff.
 - 2) Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.

- | | | |
|----|--|--------|
| | region and billed in that same state | \$0.05 |
| 3) | Calls originated in a state within BellSouth's region and billed in another state or originated in another state and billed in a state within BellSouth's region | \$0.05 |
| 4) | Calls originated in a state within BellSouth's region and billed outside the conterminous United States | \$0.16 |

ATTACHMENT C-13

Unbundled Products and Services and New Services

Service: Non-Sent Paid Report System (NSPRS)

Description: NSPRS includes: (1) a mechanized report system that provides to the BellSouth CMDS hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and billed within the Bellsouth region; (2) distribution of Bellcore produced Credit Card and Third Number System (CATS) reports and administration of associated elements; (3) distribution of Bellcore produced non-conterminous CATS reports and administration of associated settlements. Subject to the terms hereof and execution of a services agreement substantially in the form attached to Attachment C-12, BellSouth agrees to provide NSPRS services for Carrier.

State(s): All

| Rate Elements | Billing and Collections Fee Retained by Billing Co. | Applied Per |
|---|--|--------------------|
| NSPRS—intrastate FL and NC | \$0.066 | message |
| NSPRS—intrastate all other BellSouth states | \$0.05 | message |
| NSPRS—CATS | \$0.05 | message |
| NSPRS—non-conterminous | \$0.16 | message |

ATTACHMENT D (cont'd)

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

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

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

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

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

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

ATTACHMENT E

LOCAL INTERCONNECTION SERVICE

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

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

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

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

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

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

ATTACHMENT E (cont'd)

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

| Rate Elements | Louisiana | | | | Mississippi | | | |
|-----------------------------|----------------------|---------------------------|----------------------|-------------------------|----------------------|---------------------------|----------------------|-------------------------|
| | Monthly Recurring \$ | Applied For | Non-Recurring \$ | Applied For | Monthly Recurring \$ | Applied Per | Non-Recurring \$ | Applied For |
| Per Number Ported-Business | \$0.01 | each | \$1.00 | each | \$0.01 | each | \$1.00 | each |
| Per Number Ported-Residence | \$0.01 | each | \$1.00 | each | \$0.01 | each | \$1.00 | each |
| Per Order | --- | --- | \$25.00 | end user location | --- | --- | \$25.00 | end user location |
| SPNP-DID Trunk Termination | \$13.00 | trunk | \$170.00 \$86.00 | trunk-init trunk-sub | \$13.00 | trunk | \$150.00 \$80.00 | trunk-init trunk-sub |
| DS1 Local Channel | \$133.81 --- | LC --- | \$866.97 \$486.83 | LC-First LC-Add'l | \$133.81 --- | LC --- | \$866.97 \$486.83 | LC-First LC-Add'l |
| DS1 Dedicated Transport | \$16.75 \$59.75 | per mile fac. term. | --- | --- | \$23.50 \$90.00 | per mile fac. term. | --- | --- |

ATTACHMENT F

BLANKET AGENCY AGREEMENT LETTER

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

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

[Signed]

AMENDMENT

TO

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

Pursuant to this Agreement (the "Amendment"), Interstate Telephone Group and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated 4/15, 1997 ("Interconnection Agreement").

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

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

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

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

By: Robert Nyswaner

By: Jerry D. Hendrix

Title: CFO

Title: Director

DATE: 5/1/97

DATE: 5/1/97

ATTACHMENT C-2

States: Louisiana Mississippi North Carolina South Carolina

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

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

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

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

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

WITNESSETH

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

WHEREAS, Interstate Telephone is or seeks to become an alternative local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Interstate Telephone desires to resell BellSouth's telecommunications services; and

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

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

I. Term of the Agreement

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

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

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

II. Definition of Terms

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

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

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

3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff.

4. Interstate Telephone is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2 of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.

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

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

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

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

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

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

V. Maintenance of Services

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

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

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

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

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

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

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

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

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

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

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

VII. Payment And Billing Arrangements

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

B. The Company shall bill Interstate Telephone on a current basis all applicable charges and credits.

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

D. The Company will render bills each month on established bill days for each of Interstate Telephone's accounts.

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

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

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

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

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

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

J. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Interstate Telephone.

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

IX. Liability

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

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

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

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

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

X. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Amendment with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall either be in writing or other tangible format and clearly marked with a confidential, private or proprietary legend, or, when the Information is communicated orally, it shall also be communicated that such Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

XI. Resolution of Disputes

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

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

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

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

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

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

XVII. Amendments

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

XVIII. Entire Agreement

This Amendment sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Amendment or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.

BY: _____

Signature

NAME: _____

Printed Name

TITLE: _____

DATE: _____

07/09/97

Interstate Telephone Group

BY: _____

Signature

NAME: _____

Printed Name

TITLE: _____

DATE: _____

7/8/97

EXHIBIT B

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

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

Additional Comments:

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