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150 South Monroe Street  
Tallahassee, Florida 32301-1888

Marshall M. Criser, III  
Regulatory Vice President

RECORDS AND  
REPORTING

February 25, 1999

990218-TP

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

Re: Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Connect! (to adopt Interconnection Agreement between BellSouth Telecommunications, Inc. and ALEC, Inc. dated June 15, 1997) 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 Connect! are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth telecommunications services to Connect!. 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 Connect! 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,

*Marshall M. Criser III*

Regulatory Vice President  
(21)

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

**Agreement  
by and between  
BellSouth Telecommunications, Inc. and Connect!  
to Adopt Interconnection Agreement  
by and Between  
BellSouth Telecommunications, Inc. and ALEC, Inc.  
dated June 15, 1997**

This Agreement, which shall become effective as of the 12th day of February, 1999, is entered into by and between CCCAL, Inc. d/b/a Connect!, an Alabama corporation; CCCFL, Inc., d/b/a Connect!, a Florida corporation; CCCGA, Inc. d/b/a Connect!, a Georgia corporation; CCKY, Inc. d/b/a Connect!, a Kentucky corporation; CCCLA, Inc. d/b/a Connect!, a Louisiana corporation; CCCMS, Inc. d/b/a Connect!, a Mississippi corporation; CCCNC, Inc. d/b/a Connect!, a North Carolina corporation; CCCSC, Inc. d/b/a Total Connect!, a South Carolina corporation; and CCCTN Inc. d/b/a Connect!, a Tennessee corporation, collectively "Connect!", and each on behalf of itself and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

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

**WHEREAS**, Connect! has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and ALEC, Inc. dated June 15, 1997 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, Connect! and BellSouth hereby agree as follows:

1. Connect! and BellSouth shall adopt in its entirety the ALEC, Inc. Interconnection Agreement dated June 15, 1997 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The ALEC, Inc. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference.

2. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section III of the ALEC, Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section III of the ALEC, Inc. Interconnection Agreement, the effective date shall be June 15, 1997.

3. Connect! shall accept and incorporate any amendments to the ALEC, Inc. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

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

**BellSouth Telecommunications, Inc.**

CLEC Account Team  
9th Floor  
600 North 19<sup>th</sup> Street  
Birmingham, Alabama 35203

and

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

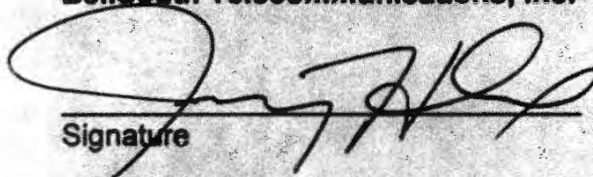
**Connect!**

Mr. Bill Jester  
124 W. Capitol S-250  
Little Rock, Arkansas 72201  
Phone: 501-401-7770  
Fax: 501-401-7799

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

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

**BellSouth Telecommunications, Inc.**

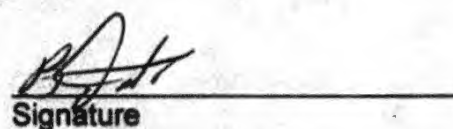
  
\_\_\_\_\_  
Signature

Jerry D. Hendrix  
\_\_\_\_\_  
Name Printed

Director-Interconnection Services  
\_\_\_\_\_  
Title

2/16/99  
\_\_\_\_\_  
Date

**Connect!**

  
\_\_\_\_\_  
Signature

Bill Jester  
\_\_\_\_\_  
Name Printed

Vice President  
\_\_\_\_\_  
Title

12 FEB 99  
\_\_\_\_\_  
Date

**Exhibit 1**

**Agreement by and Between**

**BellSouth Telecommunications, Inc. and Connect!**

**to adopt Interconnection Agreement between**

**BellSouth Telecommunications, Inc. and ALEC, Inc.**

**Dated June 15, 1997**

AGREEMENT

*extra*  
COPY of  
**ORIGINAL**

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

**WITNESSETH**

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

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

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

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

**I. Definitions**

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

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

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

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

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

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

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

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

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

## II. Purpose

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

### **III. Term of the Agreement**

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

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

**C.** If, within 135 days of commencing the negotiation referred to in Section II (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than March 15, 1997. The parties further agree that in the event the Commission does not issue its order prior to June 15, 1999 or if the parties continue beyond June 15, 1999 to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to June 15, 1999. Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**V. IntraLATA and InterLATA Toll Traffic Interconnection**

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

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

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

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

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

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

**F.** If ALEC, Inc. provides 800 services to its end users during the term of this Agreement, it agrees to compensate BellSouth, pursuant to BellSouth's originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to ALEC, Inc.. BellSouth agrees to provide ALEC, Inc. the appropriate records for ALEC, Inc. to bill its 800 customers. The records provided will be in standard EMR format for a fee, to be paid by ALEC, Inc. to BellSouth, of \$0.013 per record.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**251(b)(4) and §271(c)(2)(B)(III))**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K. ALEC, Inc. agrees that its resale of BellSouth services shall be as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**XV. Ordering of Services From BellSouth For Resale Purposes**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **XVII. Disconnection of Existing End User Service**

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

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

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

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

#### **XVIII. Implementation of Agreement**

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

#### **XIX. Auditing Procedures**

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

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

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

## **XX. Liability and Indemnification**

**A.** With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by ALEC, Inc., an ALEC, Inc. customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article XX, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by ALEC, Inc., any ALEC, Inc. customer, or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth shall not be subject to such limitation of liability.

**B.** With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, a BellSouth customer or by any other person or entity, for damages associated with any of the services provided by ALEC, Inc. pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article XX, ALEC, Inc.'s liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer, or any other person or entity resulting from the gross negligence or willful misconduct of ALEC, Inc. shall not be subject to such limitation of liability.

**C.** Neither party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.

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

**E.** Notwithstanding subsection A. and B., the party providing services under this Agreement, its affiliates, and its parent company shall be indemnified, defended and held harmless by the party receiving such services against any claim, loss or damage arising from the receiving party's use of the services provided under this Agreement, involving: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the receiving party's own communications; 2) any claim, loss, or damage claimed by the receiving party's customer(s) arising from such customer's use of any service, including 911/E911, that the customer has obtained from the receiving party and that the receiving party has obtained from the supplying party under this Agreement; or 3) all other claims arising out of an act or omission of the receiving party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying party the receiving party shall have no obligation to indemnify, defend and hold harmless the supplying party hereunder.

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

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

**H.** No license under patents (other than the limited license to use) is granted by one party to the other or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Notwithstanding subsection A., the party providing a service pursuant to this Agreement will defend the party receiving such service against claims of patent infringement arising solely from the use by the receiving party of such service and will indemnify the receiving party for any damages



awarded based solely on such claims. Such indemnification shall not, however, extend to claims for patent infringement to the extent the alleged infringement results from:

(1) Modification of the service by someone other than the providing party and /or its subcontractors, where there would be no such infringement or violation in the absence of such modification; or

(2) The combination, operation or use of the service with any product, data or apparatus not provided by the providing party and/or its subcontractors, where there would be no such infringement or violation in the absence of such combination, operation or use.

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

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

## **XXI. More Favorable Provisions**

A. - The parties agree that if --

1. the Federal Communications Commission ("FCC") or the Commission finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations, or

2. the FCC or the Commission preempts the effect of this Agreement, then, in either case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or Commission action giving rise to such negotiations. The parties agree that the rates, terms and conditions of any new

agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation or preemption.

**B.** In the event that BellSouth, either before or after the effective date of this Agreement, enters into an agreement with any other telecommunications carrier (an "Other Interconnection Agreement") which provides for the provision within a particular state covered under this Agreement of any of the arrangements covered by this Agreement to be provided in a particular state upon rates, terms or conditions that differ in any material respect from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), then except as provided in Section XXI.F, BellSouth shall be deemed thereby to have offered such arrangements to ALEC, Inc. for that state upon such Other Terms, which ALEC, Inc. may accept as provided in Section XXI.E. In the event that ALEC, Inc. accepts such offer within sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or within thirty (30) days after ALEC, Inc. acquires actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms for such arrangement for the particular state shall be effective between BellSouth and ALEC, Inc. as of the effective date of such Other Interconnection Agreement. In the event that ALEC, Inc. accepts such offer more than sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or more than thirty (30) days after acquiring actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms shall be effective between BellSouth and ALEC, Inc. as of the date on which ALEC, Inc. accepts such offer.

**C.** In the event that after the effective date of this Agreement the FCC or the Commission enters an order (an "Interconnection Order") requiring BellSouth to provide within a particular state covered under this Agreement any of the arrangements covered by this Agreement to be provided in a particular state upon Other Terms, then upon such Interconnection Order becoming final and not subject to further administrative or judicial review, except as provided in Section XXI.F, BellSouth shall be deemed to have offered such arrangements in that state to ALEC, Inc. upon such Other Terms, which ALEC, Inc. may accept as provided in Section XXI.E. In the event that ALEC, Inc. accepts such offer within sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms for such arrangement for the particular state shall be effective between BellSouth and ALEC, Inc. as of the effective date of such Interconnection Order. In the event that ALEC, Inc. accepts such offer more than sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and ALEC, Inc. as of the date on which ALEC, Inc. accepts such offer.

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

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

1. by accepting such Other Terms in their entirety; or
2. by accepting the Other Terms that directly relate to any of the following arrangements as a whole:
  - a. local interconnection,
  - b. interLATA and IntraLATA toll traffic interconnection,
  - c. unbundled access to network elements, which include: local loops, network interface devices, switching capability, interoffice transmission facilities, signaling networks and call-related databases, operations support systems functions, operator services and directory assistance, and any elements that result from subsequent 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 ALEC, Inc., shall remain in full force and effect.

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

1. BellSouth and ALEC, Inc. revise this Agreement pursuant to Section XXI.A, or

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

**XXII. Treatment of Proprietary and Confidential Information**

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

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

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

### **XXIII. Taxes and Fees**

#### **A Definition**

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

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

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

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

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

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.
2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.
3. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable or any such tax or fee that was not billed by the providing party, the purchasing party may contest the same in good faith, at its own expense. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the taxing authority.
4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.
6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.
7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event

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

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

1. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.
2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.
3. If the purchasing party disagrees with the providing party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.
4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.
6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

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

#### **E. Mutual Cooperation**

1. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

#### **XXIV. Resolution of Disputes**

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

#### **XXV. Limitation of Use**

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

#### **XXVI. Waivers**

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

#### **XXVII. Governing Law**

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



**XXVIII. Arm's Length Negotiations**

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

**XXIV. Notices**

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

BellSouth Telecommunications, Inc.  
ALEC Account Team  
3535 Colonnade Parkway  
Birmingham, Alabama

ALEC, Inc.  
Jay Campbell  
1158 Jefferson St.  
Paducah, KY 42001

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

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

**XXVIII. Entire Agreement**

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

BellSouth Telecommunications, Inc.

Signature

Director

Title

ALEC, Inc.

Signature

PRESIDENT

Title

5/1/97  
Date

4.23.1497  
Date

**ATTACHMENT A**

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Attachment B-1

Local Interconnection Service

Service: Local Interconnection\*

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

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

It is furnished on a per-trunk basis. Trunks are differentiated by traffic type and directionality. There are two major traffic types: (1) Local and (2) Intermediary. Local represents traffic from the ALEC's POI to a BellSouth trunked or end office and intermediary represents traffic originated or terminated by an ALEC which is interconnected with an IC, ICO, MSP or another ALEC.

Rates and charges will be applied as indicated below.

| STATEMENT                     | Alabama              |             |                 |             |  | Florida              |             |                 |             |  |
|-------------------------------|----------------------|-------------|-----------------|-------------|--|----------------------|-------------|-----------------|-------------|--|
|                               | Per Month            | Applied Per | Monthly Rate    | Applied Per | Non-Applied Per                            | Per Month            | Applied Per | Monthly Rate    | Applied Per | Non-Applied Per                            |
| <b>RATE ELEMENTS</b>          |                      |             |                 |             |  |                      |             |                 |             |  |
| OS1 Local Channel             | -                    | -           | \$133.81 LC     | -           | \$488.97 LC - First<br>\$488.00 LC - Add'l | -                    | -           | \$133.81 LC     | -           | \$488.97 LC - First<br>\$488.00 LC - Add'l |
| OS1 Dedicated Transport       | -                    | -           | \$23.90 per msg | -           | -  | -                    | -           | \$18.75 per msg | -           | -  |
| OS1 Common Transport          | \$0.00004 per msg    | -           | -               | -           | -  | \$0.00004 per msg    | -           | \$0.75 per msg  | -           | -  |
| Local Switching L32 (FGD)     | \$0.00038 per term   | -           | -               | -           | -  | \$0.00038 per term   | -           | -               | -           | -  |
| Tandem Switching              | \$0.00738 access msg | -           | -               | -           | -  | \$0.00738 access msg | -           | -               | -           | -  |
| Information Surcharges        | \$0.00074 access msg | -           | -               | -           | -  | \$0.00080 access msg | -           | -               | -           | -  |
| Tandem Intermediary Charge**  | \$0.002 access msg   | -           | -               | -           | -  | \$0.002 access msg   | -           | -               | -           | -  |
| Common Area-OS1 Deductible    | \$0.00073            | -           | -               | -           | -  | \$0.01073            | -           | -               | -           | -  |
| Common Area-OS1 Transport Fee | \$0.00002            | -           | -               | -           | -  | \$0.00002            | -           | -               | -           | -  |

| STATEMENT                     | Georgia              |             |                 |             |  | Kentucky                  |             |                  |             |  |
|-------------------------------|----------------------|-------------|-----------------|-------------|--|---------------------------|-------------|------------------|-------------|--|
|                               | Per Month            | Applied Per | Monthly Rate    | Applied Per | Non-Applied Per                            | Per Month                 | Applied Per | Monthly Rate     | Applied Per | Non-Applied Per                            |
| <b>RATE ELEMENTS</b>          |                      |             |                 |             |  |                           |             |                  |             |  |
| OS1 Local Channel             | -                    | -           | \$133.81 LC     | -           | \$488.97 LC - First<br>\$488.00 LC - Add'l | -                         | -           | \$133.81 LC      | -           | \$488.97 LC - First<br>\$488.00 LC - Add'l |
| OS1 Dedicated Transport       | -                    | -           | \$23.90 per msg | -           | -  | -                         | -           | \$23.90 per msg  | -           | -  |
| OS1 Common Transport          | \$0.00004 per msg    | -           | -               | -           | -  | \$0.00004 per msg         | -           | \$20.00 per term | -           | \$100.40 per term                          |
| Local Switching L32 (FGD)     | \$0.00038 per term   | -           | -               | -           | -  | \$0.00038 per term        | -           | -                | -           | -  |
| Tandem Switching              | \$0.00737 access msg | -           | -               | -           | -  | \$0.00738 access msg      | -           | -                | -           | -  |
| Information Surcharges        | -                    | -           | -               | -           | -  | \$0.00074 access msg      | -           | -                | -           | -  |
| Tandem Intermediary Charge**  | \$0.002 access msg   | -           | -               | -           | -  | \$0.01000 (Trans) per msg | -           | -                | -           | -  |
| Common Area-OS1 Deductible    | \$0.00073            | -           | -               | -           | -  | \$0.01073                 | -           | -                | -           | -  |
| Common Area-OS1 Transport Fee | \$0.00002            | -           | -               | -           | -  | \$0.00002                 | -           | -                | -           | -  |

\*Rates are displayed at the OS1-1 544 Mbps level. For rates and charges applicable to other arrangement levels, refer to Section 66 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff.

\*\*The Tandem Intermediary Charge applies only to Intermediary Traffic.

OS1 Local Channel: denotes a OS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facility. This element is not required when an ALEC is collocated.

OS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each OS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users and offices or from the ALEC's serving wire center to the tandem.

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

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

**Attachment B.1**  
**Local Interconnection Service**

Service: Local Interconnection\* (Cont'd)

| RATE ELEMENTS                  | Louisiana            |                      |                  |                     |                     |                      | Mississippi          |                  |                    |                     |                     |             |
|--------------------------------|----------------------|----------------------|------------------|---------------------|---------------------|----------------------|----------------------|------------------|--------------------|---------------------|---------------------|-------------|
|                                | Per MOU              | Applied Per          | Monthly Recur.   | Applied Per         | Non-Recur.          | Applied Per          | Per MOU              | Applied Per      | Monthly Recur.     | Applied Per         | Non-Recur.          | Applied Per |
| DS1 Local Channel              | -                    | -                    | \$133.81 LC      | \$488.97 LC - First | \$488.83 LC - Add'l | -                    | -                    | -                | \$133.81 LC        | \$488.97 LC - First | \$488.83 LC - Add'l | -           |
| DS1 Dedicated Transport        | -                    | -                    | \$18.75 per min. | \$98.75 fac. term.  | \$100.48 fac. term. | -                    | -                    | \$23.50 per min. | \$90.00 fac. term. | \$100.48 fac. term. | -                   | -           |
| DS1 Common Transport           | \$0.00004 per min.   | \$0.00038 fac. term. | -                | -                   | -                   | \$0.00004 per min.   | \$0.00038 fac. term. | -                | -                  | -                   | -                   | -           |
| Local Switching LS2 (FGO)      | \$0.00898 access mo. | -                    | -                | -                   | -                   | \$0.00787 access mo. | -                    | -                | -                  | -                   | -                   | -           |
| Tandem Switching               | \$0.00080 access mo. | -                    | -                | -                   | -                   | \$0.00074 access mo. | -                    | -                | -                  | -                   | -                   | -           |
| Information Surcharge          | -                    | -                    | -                | -                   | -                   | -                    | -                    | -                | -                  | -                   | -                   | -           |
| Tandem Intermediary Charge**   | \$0.002 access mo.   | -                    | -                | -                   | -                   | \$0.002 access mo.   | -                    | -                | -                  | -                   | -                   | -           |
| Composites Rate-DS1 Dedicated  | \$0.01021            | -                    | -                | -                   | -                   | \$0.00978            | -                    | -                | -                  | -                   | -                   | -           |
| Composites Rate-DS1 Tandem Sw. | \$0.01048            | -                    | -                | -                   | -                   | \$0.00991            | -                    | -                | -                  | -                   | -                   | -           |

| RATE ELEMENTS                  | N. Carolina          |                      |                  |                     |                     |                      | S. Carolina          |                  |                    |                     |                     |             |
|--------------------------------|----------------------|----------------------|------------------|---------------------|---------------------|----------------------|----------------------|------------------|--------------------|---------------------|---------------------|-------------|
|                                | Per MOU              | Applied Per          | Monthly Recur.   | Applied Per         | Non-Recur.          | Applied Per          | Per MOU              | Applied Per      | Monthly Recur.     | Applied Per         | Non-Recur.          | Applied Per |
| DS1 Local Channel              | -                    | -                    | \$133.81 LC      | \$488.97 LC - First | \$488.83 LC - Add'l | -                    | -                    | -                | \$133.81 LC        | \$488.97 LC - First | \$488.83 LC - Add'l | -           |
| DS1 Dedicated Transport        | -                    | -                    | \$23.50 per min. | \$90.00 fac. term.  | \$100.48 fac. term. | -                    | -                    | \$23.50 per min. | \$90.00 fac. term. | \$100.48 fac. term. | -                   | -           |
| DS1 Common Transport           | \$0.00004 per min.   | \$0.00038 fac. term. | -                | -                   | -                   | \$0.00004 per min.   | \$0.00038 fac. term. | -                | -                  | -                   | -                   | -           |
| Local Switching LS2 (FGO)      | \$0.01145 access mo. | -                    | -                | -                   | -                   | \$0.01090 access mo. | -                    | -                | -                  | -                   | -                   | -           |
| Tandem Switching               | \$0.00074 access mo. | -                    | -                | -                   | -                   | \$0.00074 access mo. | -                    | -                | -                  | -                   | -                   | -           |
| Information Surcharge          | -                    | -                    | -                | -                   | -                   | -                    | -                    | -                | -                  | -                   | -                   | -           |
| Tandem Intermediary Charge**   | \$0.002 access mo.   | -                    | -                | -                   | -                   | \$0.002 access mo.   | -                    | -                | -                  | -                   | -                   | -           |
| Composites Rate-DS1 Dedicated  | \$0.01331            | -                    | -                | -                   | -                   | \$0.01232            | -                    | -                | -                  | -                   | -                   | -           |
| Composites Rate-DS1 Tandem Sw. | \$0.01358            | -                    | -                | -                   | -                   | \$0.01259            | -                    | -                | -                  | -                   | -                   | -           |

| RATE ELEMENTS                  | Tennessee            |                      |                  |                     |                     |             |
|--------------------------------|----------------------|----------------------|------------------|---------------------|---------------------|-------------|
|                                | Per MOU              | Applied Per          | Monthly Recur.   | Applied Per         | Non-Recur.          | Applied Per |
| DS1 Local Channel              | -                    | -                    | \$133.81 LC      | \$488.97 LC - First | \$488.83 LC - Add'l | -           |
| DS1 Dedicated Transport        | -                    | -                    | \$23.50 per min. | \$90.00 fac. term.  | \$100.48 fac. term. | -           |
| DS1 Common Transport           | \$0.00004 per min.   | \$0.00038 fac. term. | -                | -                   | -                   | -           |
| Local Switching LS2 (FGO)      | \$0.01730 access mo. | -                    | -                | -                   | -                   | -           |
| Tandem Switching               | \$0.00074 access mo. | -                    | -                | -                   | -                   | -           |
| Information Surcharge          | -                    | -                    | -                | -                   | -                   | -           |
| Tandem Intermediary Charge**   | \$0.002 access mo.   | -                    | -                | -                   | -                   | -           |
| Composites Rate-DS1 Dedicated  | \$0.01941            | -                    | -                | -                   | -                   | -           |
| Composites Rate-DS1 Tandem Sw. | \$0.01968            | -                    | -                | -                   | -                   | -           |

\*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section 65 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff.

\*\*The Tandem Intermediary Charge applies only to Intermediary Traffic.

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

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

-Common Transport: Consists of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

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

**Attachment B-2**

**Local Interconnection Service**

**Service: Toll Switched Access**

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

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

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

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

**State(s): All**

**Rates, Terms and Conditions:**

In all states, rates, terms and conditions will be applied as set forth in Sections E3 and E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs and in Sections 3 and 8 of the BellSouth Telecommunication's, Inc. Interstate Access Tariff, F.C.C. No. 1.

## Attachment B-3

### Local Interconnection Service

#### Service: Service Provider Number Portability-Remote

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

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

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

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

Attachment B-4

Local Interconnection Service

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

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

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

SPNP-DID will be available on either a DSO, OS1 or OS3 basis.

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

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

| RATE ELEMENTS                 | Alabama           |             |               |                                   | Florida           |             |               |                                   |
|-------------------------------|-------------------|-------------|---------------|-----------------------------------|-------------------|-------------|---------------|-----------------------------------|
|                               | Monthly Recurring | Applied Per | Non-Recurring | Applied Per                       | Monthly Recurring | Applied Per | Non-Recurring | Applied Per                       |
| Per Number Ported - Business  | \$0.01            | each        | \$1.00        | each                              | \$0.01            | each        | \$1.00        | each                              |
| Per Number Ported - Residence | \$0.01            | each        | \$1.00        | each                              | \$0.01            | each        | \$1.00        | each                              |
| Per Order                     | -                 | -           | \$25.00       | end user location                 | -                 | -           | \$25.00       | end user location                 |
| SPNP-DID Trunk Termination    | \$13.00           | trunk       | \$160.00      | trunk-int.<br>\$80.00 trunk-sub.  | \$15.00           | trunk       | \$170.00      | trunk-int.<br>\$85.00 trunk-sub.  |
| OS1 Local Channel**           | \$133.81          | LC          | \$888.97      | LC - First<br>\$488.83 LC - Add'l | \$133.81          | LC          | \$888.97      | LC - First<br>\$488.83 LC - Add'l |
| OS1 Dedicated Transport**     | \$23.50           | per mile    | -             | -                                 | \$18.70           | per mile    | -             | -                                 |
|                               | \$80.00           | fac. term.  | \$100.48      | fac. term.                        | \$88.79           | fac. term.  | \$100.48      | fac. term.                        |

| RATE ELEMENTS                 | Georgia           |             |               |                                   | Kentucky          |             |               |                                   |
|-------------------------------|-------------------|-------------|---------------|-----------------------------------|-------------------|-------------|---------------|-----------------------------------|
|                               | Monthly Recurring | Applied Per | Non-Recurring | Applied Per                       | Monthly Recurring | Applied Per | Non-Recurring | Applied Per                       |
| Per Number Ported - Business  | \$0.01            | each        | \$1.00        | each                              | \$0.01            | each        | \$1.00        | each                              |
| Per Number Ported - Residence | \$0.01            | each        | \$1.00        | each                              | \$0.01            | each        | \$1.00        | each                              |
| Per Order                     | -                 | -           | \$25.00       | end user location                 | -                 | -           | \$25.00       | end user location                 |
| SPNP-DID Trunk Termination    | \$14.00           | trunk       | \$160.00      | trunk-int.<br>\$80.00 trunk-sub.  | \$13.00           | trunk       | \$150.00      | trunk-int.<br>\$80.00 trunk-sub.  |
| OS1 Local Channel**           | \$133.81          | LC          | \$888.97      | LC - First<br>\$488.83 LC - Add'l | \$133.81          | LC          | \$888.97      | LC - First<br>\$488.83 LC - Add'l |
| OS1 Dedicated Transport**     | \$23.50           | per mile    | -             | -                                 | \$23.50           | per mile    | -             | -                                 |
|                               | \$80.00           | fac. term.  | \$100.48      | fac. term.                        | \$80.00           | fac. term.  | \$100.48      | fac. term.                        |

\* Rates are displayed at the OS1-1 544 Mbps level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth's Intrastate Access Tariffs.

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



Attachment B-4

Local Interconnection Service

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

| RATE ELEMENTS                 | Louisiana         |             |               |                   | Mississippi       |             |               |                   |
|-------------------------------|-------------------|-------------|---------------|-------------------|-------------------|-------------|---------------|-------------------|
|                               | Monthly Recurring | Applied Per | Non-Recurring | Applied Per       | Monthly Recurring | Applied Per | Non-Recurring | Applied Per       |
| Per Number Ported - Business  | \$0.01            | each        | \$1.00        | each              | \$0.01            | each        | \$1.00        | each              |
| Per Number Ported - Residence | \$0.01            | each        | \$1.00        | each              | \$0.01            | each        | \$1.00        | each              |
| Per Order                     | -                 | -           | \$25.00       | end user location | -                 | -           | \$25.00       | end user location |
| SPNP-DID Trunk Termination    | \$13.00           | trunk       | \$170.00      | trunk-int.        | \$13.00           | trunk       | \$150.00      | trunk-int.        |
|                               |                   |             | \$68.00       | trunk-sub.        |                   |             | \$80.00       | trunk-sub.        |
| DS1 Local Channel**           | \$133.81          | LC          | \$888.97      | LC - First        | \$133.81          | LC          | \$888.97      | LC - First        |
|                               |                   |             | \$488.83      | LC - Add'l        |                   |             | \$488.83      | LC - Add'l        |
| DS1 Dedicated Transport**     | \$18.75           | per mile    | -             | -                 | \$23.50           | per mile    | -             | -                 |
|                               | \$88.75           | fee term.   | \$100.48      | fee term.         | \$88.00           | fee term.   | \$100.48      | fee term.         |

| RATE ELEMENTS                 | N. Carolina       |             |               |                   | S. Carolina       |             |               |                   |
|-------------------------------|-------------------|-------------|---------------|-------------------|-------------------|-------------|---------------|-------------------|
|                               | Monthly Recurring | Applied Per | Non-Recurring | Applied Per       | Monthly Recurring | Applied Per | Non-Recurring | Applied Per       |
| Per Number Ported - Business  | \$0.01            | each        | \$1.00        | each              | \$0.01            | each        | \$1.00        | each              |
| Per Number Ported - Residence | \$0.01            | each        | \$1.00        | each              | \$0.01            | each        | \$1.00        | each              |
| Per Order                     | -                 | -           | \$25.00       | end user location | -                 | -           | \$25.00       | end user location |
| SPNP-DID Trunk Termination    | \$13.00           | trunk       | \$160.00      | trunk-int.        | \$13.00           | trunk       | \$164.00      | trunk-int.        |
|                               |                   |             | \$83.00       | trunk-sub.        |                   |             | \$81.00       | trunk-sub.        |
| DS1 Local Channel**           | \$133.81          | LC          | \$888.97      | LC - First        | \$133.81          | LC          | \$888.97      | LC - First        |
|                               |                   |             | \$488.83      | LC - Add'l        |                   |             | \$488.83      | LC - Add'l        |
| DS1 Dedicated Transport**     | \$23.80           | per mile    | -             | -                 | \$27.49           | per mile    | -             | -                 |
|                               | \$88.00           | fee term.   | \$100.48      | fee term.         | \$88.00           | fee term.   | \$100.48      | fee term.         |

| RATE ELEMENTS                 | Tennessee         |             |               |                   |
|-------------------------------|-------------------|-------------|---------------|-------------------|
|                               | Monthly Recurring | Applied Per | Non-Recurring | Applied Per       |
| Per Number Ported - Business  | \$0.01            | each        | \$1.00        | each              |
| Per Number Ported - Residence | \$0.01            | each        | \$1.00        | each              |
| Per Order                     | -                 | -           | \$25.00       | end user location |
| SPNP-DID Trunk Termination    | \$13.00           | trunk       | \$164.00      | trunk-int.        |
|                               |                   |             | \$83.00       | trunk-sub.        |
| DS1 Local Channel**           | \$133.81          | LC          | \$888.97      | LC - First        |
|                               |                   |             | \$488.83      | LC - Add'l        |
| DS1 Dedicated Transport**     | \$23.80           | per mile    | -             | -                 |
|                               | \$88.00           | fee term.   | \$100.48      | fee term.         |

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

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

**Attachment C-1**

**Unbundled Products and Services and New Services**

**Service: Subscriber Listing Information**

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

**State(s):** All

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

**Attachment C-2**

**Unbundled Products and Services and New Services**

**Service: Access to Numbers**

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

**State(s): All**

**Rates: No Charge**

**Attachment C-3**

**Unbundled Products and Services and New Services**

**Service: Access to 911 Service**

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

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

**State(s): All**

**Rates: Will be billed to appropriate municipality.**

**Attachment C-4**

**Unbundled Products and Services and New Services**

**Service: 800 Database**

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

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

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

**State(s): All**

**Rates, Terms and Conditions:**

**In all states, the 800 Database rates, terms and conditions will be applied as set forth in Sections E2, E8, E6 and E13 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs.**

**Attachment C-5**

**Unbundled Products and Services and New Services**

**Service: Line Information Database (LIDB)- Storage Agreement**

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

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

**State(s): All**

**Rates: No Charge**

**Attachment C-6**

**Unbundled Products and Services and New Services**

**Service: Line Information Database Access Service (LIDS) - Validation**

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

**State(s): All**

| Rate Elements                                  | Description  | Monthly   | Non-Recurring |
|--|--|-----------|---------------|
| LIDS Common Transport                          | Provides for transport of the customer's query from the LIDS 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 LIDS.  | 30.00030  | --            |
| LIDS Validation                                | Provides for query of data resident in BellSouth's LIDS. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in BellSouth's LIDS.<br><br>As set forth in Attachment C-5 (LIDS Storage Agreement), preceding, each time an ALEC data is used, BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDS Validation rate per query. | 30.038001 | --            |
| 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 ES.8 of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.  |           |               |

Attachment C-7

Unbundled Products and Services and New Services

Service: Signaling

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

State(s): All

| Rate Elements  | Monthly Rate | Recurring Rate         | Non-Recurring | Applied Per                   |
|--|--------------|------------------------|---------------|-------------------------------|
| <b>CCS7 Signaling Connection</b><br>- Provides a two-way digital 56 Kbps dedicated facility connecting a customer's signaling point of interface in a LATA to a BellSouth STP. Each customer's connection requires either a pair or a quad of signaling connections. | \$155.00     | -                      | \$510.00      | 56 Kbps facility              |
| <b>CCS7 Signaling Termination</b><br>- Provides a customer dedicated point of interface at the BellSouth STP for each of the customer's SS7 connections.   | \$395.00     | -                      | -             | STP Port                      |
| <b>CCS7 Signaling Usage*</b><br>- Refers to the messages traversing the BellSouth signaling network for call set-up and non call set-up purposes.  | -            | 30.000023<br>30.000050 | -             | Call Set Up Msg.<br>TCAP Msg. |
| <b>CCS7 Signaling Usage Surrogate*</b>   | \$395.00     | -                      | -             | 56 Kbps facility              |

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



**Attachment C-8**

**Unbundled Products and Services and New Services**

**Service: Operator Call Processing Access Service**

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

| <b>Rate Elements</b>   | <b>State(s)</b> | <b>Monthly Recurring</b> | <b>Applied Per</b> |
|--|-----------------|--------------------------|--------------------|
| <b>Operator Provided Call Handling</b>   | All             | \$1.17                   | Per Work Minute    |
| <b>Call Completion Access Termination Charge</b><br>This charge will be applicable per call attempt and is in addition to the Operator Provided Call Handling charge listed above. | Alabama         | \$0.08                   | Per Call Attempt   |
|  | Florida         | \$0.08                   | Per Call Attempt   |
|  | Georgia         | \$0.08                   | Per Call Attempt   |
|  | Kentucky        | \$0.08                   | Per Call Attempt   |
|  | Louisiana       | \$0.08                   | Per Call Attempt   |
|  | Mississippi     | \$0.08                   | Per Call Attempt   |
|  | N. Carolina     | \$0.08                   | Per Call Attempt   |
|  | S. Carolina     | \$0.08                   | Per Call Attempt   |
|  | Tennessee       | \$0.12                   | Per Call Attempt   |
| <b>Fully Automated Call Handling</b>   | All             | \$0.15                   | Per Attempt        |
| <b>Operator Services Transport</b>   |                 |                          |                    |
| Operator Services transport rates, terms and conditions are as set forth in ES of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.                          |                 |                          |                    |

Attachment C-9

Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: See below

| Rate Elements                                       | Description   | State(s)   | Monthly Rate   |
|---|---|--|--|
| Directory Assistance Call Completion Access Service | Optional service provided to an Access subscriber of BellSouth's DA Access Service.<br><br>Given a listed telephone number at the request of an Access subscriber's end user, BellSouth will provide or attempt to provide from the DA Operator System, call completion to the number requested.<br><br>All local and intrastate call completion attempts are routed over an intercity trunk facility directly to the terminating end office that serves the designated number. An Automatic Message Account (AMA) record that includes conversation time, originating, terminating, and billing number details is made for each call completion attempt. This record is in addition to the record made for the DA transaction. | All  | \$0.25<br>per call attempt   |
| Call Completion Access Termination Charge           | This charge will be applicable per call attempt and is in addition to the DACC Access Service charge listed above.  | Alabama<br>Florida<br>Georgia<br>Kentucky<br>Louisiana<br>Mississippi<br>N Carolina<br>S Carolina<br>Tennessee | \$0.08<br>\$0.08<br>\$0.08<br>\$0.08<br>\$0.08<br>\$0.08<br>\$0.08<br>\$0.12 |
| Number Services Intercept Access Service            | Number Services Intercept Access refers calls from disconnected numbers to the proper number or numbers.<br><br>A separate dedicated intercept trunk facility to the Number Services switch for intercept calls is required. Standard trunk signaling is used to send the intercepted number to the Number Services switch and a database look-up is performed to retrieve the referral number. The referral number is provided to the calling party by a mechanized audio announcement. The subscribing Access customer must provide the updates to the intercept database to support the service.   | All  | \$0.25<br>per intercept query)   |
| Directory Assistance Service Call                   | Rates, terms and conditions will be applied as set forth in ES.1.7 for Georgia and as set forth in ES.5.3 for AL,FL,KY,LA,MS,NC,SC,TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.   |  |  |
| Directory Transport                                 | Rates, terms and conditions will be applied as set forth in ES.1.7 for Georgia and as set forth in ES.5.3 for AL,FL,KY,LA,MS,NC,SC,TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.   |  |  |
| Directory Assistance Interconnection                | Rates, terms and conditions will be applied as set forth in ES.1.7 for Georgia and as set forth in ES.5.3 for AL,FL,KY,LA,MS,NC,SC,TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.   |  |  |
| Directory Assistance Database Service               | Rates, terms and conditions will be applied as set forth in A38.1 of BellSouth Telecommunication's Inc.'s General Subscriber Service Tariff.  |  |  |
| Direct Access to DA Service                         | Rates, terms and conditions will be applied as set forth in Section 9.3 of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff P.C.C. No 1  |  |  |

**Attachment C-10**

**Unbundled Products and Services and New Services**

**Service: Busy Line Verification and Emergency Interrupt**

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

**State(s): All**

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

**Attachment C-11**

**Unbundled Products and Services and New Services**

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

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

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

**State(s): All**

| <b>Rate Elements</b>        | <b>Description</b>   | <b>Monthly</b> |
|-----------------------------|--|----------------|
| <b>Message Distribution</b> | <b>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.</b> | <b>\$0.004</b> |
| <b>Data Transmission</b>    | <b>This charge is applied on a per message basis.</b>  | <b>\$0.001</b> |

**Attachment C-12**

**Unbundled Products and Services and New Services**

**Service: Non-Sent Paid Report System (NSPRS)**

**Description:** NSPRS includes: 1) a mechanized report system that provides to the BellSouth CMDS hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and billed within the BellSouth region; 2) distribution of Bellcore produced Credit Card and Third Number System (CATS) reports and administration of associated elements; 3) distribution of Bellcore produced non-conterminous CATS reports and administration of associated settlements.

**State(s): All**

| <b>Rate Elements</b>                          | <b>Billing and Collections<br/>Fee Retained by Billing Co.</b> | <b>Applied<br/>Per</b> |
|---|--|------------------------|
| NSPRS - intrastate FL and NC                  | \$0.05   | message                |
| NSPRS - intrastate all other BellSouth states | \$0.05   | message                |
| NSPRS - CATS                                  | \$0.05   | message                |
| NSPRS - non-conterminous                      | \$0.10   | message                |

**Attachment C-13**

**Unbundled Products and Services and New Services**

**Service: Virtual Collocation**

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

**Rates, Terms and Conditions:**

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

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

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**Service: Physical Collocation**

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

**State(s): All**

**Rates, Terms and Conditions:** To be negotiated

**Attachment C-14**

**Unbundled Products and Services and New Services**

**Service: Poles, Ducts, Conduits and Rights of Way**

**State(s): All**

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

Attachment C-15

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

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

Information relative to multiplexing of the Unbundled Exchange Access Loop is described in Attachment C-16 following.

| Rate Elements                  | Alabama |                               |         | Florida |                               |         | Georgia |                               |         |
|--------------------------------|---------|-------------------------------|---------|---------|-------------------------------|---------|---------|-------------------------------|---------|
|                                | Monthly | Nonrecurring Charges<br>First | Add'l   | Monthly | Nonrecurring Charges<br>First | Add'l   | Monthly | Nonrecurring Charges<br>First | Add'l   |
| Unbundled Exchange Access Loop | \$25.00 | \$140.00                      | \$48.00 | \$17.00 | \$140.00                      | \$48.00 | \$25.00 | \$140.00                      | \$48.00 |
| Unbundled Exchange Access IOC  |         |                               |         |         |                               |         |         |                               |         |
| - Fixed                        | \$30.00 | \$87.00                       | N/A     | \$28.50 | \$87.00                       | N/A     | \$32.00 | \$105.00                      | N/A     |
| - 1 - 8 Miles                  | \$2.05  | N/A                           | N/A     | \$1.88  | N/A                           | N/A     | \$2.05  | N/A                           | N/A     |
| - 9 - 25 Miles                 | \$2.00  | N/A                           | N/A     | \$1.80  | N/A                           | N/A     | \$2.00  | N/A                           | N/A     |
| - Over 25 Miles                | \$1.98  | N/A                           | N/A     | \$1.88  | N/A                           | N/A     | \$1.98  | N/A                           | N/A     |

| Rate Elements                  | Kentucky |                               |         | Louisiana |                               |         | Mississippi |                               |         |
|--------------------------------|----------|-------------------------------|---------|-----------|-------------------------------|---------|-------------|-------------------------------|---------|
|                                | Monthly  | Nonrecurring Charges<br>First | Add'l   | Monthly   | Nonrecurring Charges<br>First | Add'l   | Monthly     | Nonrecurring Charges<br>First | Add'l   |
| Unbundled Exchange Access Loop | \$25.00  | \$140.00                      | \$48.00 | \$25.00   | \$140.00                      | \$48.00 | \$25.00     | \$140.00                      | \$48.00 |
| Unbundled Exchange Access IOC  |          |                               |         |           |                               |         |             |                               |         |
| - Fixed                        | \$30.00  | \$83.00                       | N/A     | \$30.00   | \$108.00                      | N/A     | \$30.00     | \$98.00                       | N/A     |
| - 1 - 8 Miles                  | \$2.08   | N/A                           | N/A     | \$2.08    | N/A                           | N/A     | \$2.08      | N/A                           | N/A     |
| - 9 - 25 Miles                 | \$2.00   | N/A                           | N/A     | \$2.00    | N/A                           | N/A     | \$2.00      | N/A                           | N/A     |
| - Over 25 Miles                | \$1.98   | N/A                           | N/A     | \$1.98    | N/A                           | N/A     | \$1.98      | N/A                           | N/A     |

| Rate Elements                  | N. Carolina |                               |         | S. Carolina |                               |         | Tennessee |                               |         |
|--------------------------------|-------------|-------------------------------|---------|-------------|-------------------------------|---------|-----------|-------------------------------|---------|
|                                | Monthly     | Nonrecurring Charges<br>First | Add'l   | Monthly     | Nonrecurring Charges<br>First | Add'l   | Monthly   | Nonrecurring Charges<br>First | Add'l   |
| Unbundled Exchange Access Loop | \$30.00     | \$140.00                      | \$48.00 | \$28.00     | \$140.00                      | \$48.00 | \$25.00   | \$140.00                      | \$48.00 |
| Unbundled Exchange Access IOC  |             |                               |         |             |                               |         |           |                               |         |
| - Fixed                        | \$11.88     | \$71.87                       | N/A     | \$90.00     | \$87.00                       | N/A     | \$30.00   | \$98.00                       | N/A     |
| - 1 - 8 Miles                  | \$2.18      | N/A                           | N/A     | \$2.05      | N/A                           | N/A     | \$2.05    | N/A                           | N/A     |
| - 9 - 25 Miles                 | \$2.18      | N/A                           | N/A     | \$2.00      | N/A                           | N/A     | \$2.00    | N/A                           | N/A     |
| - Over 25 Miles                | \$2.18      | N/A                           | N/A     | \$1.98      | N/A                           | N/A     | \$1.98    | N/A                           | N/A     |



Attachment C-16

Unbundled Products and Services and New Services

Service: Channelization System for Unbundled Exchange Access Loops

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

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

| State(s)   | Alabama      |                           |              | Florida      |                           |              | Georgia      |                           |              |
|--|--------------|---------------------------|--------------|--------------|---------------------------|--------------|--------------|---------------------------|--------------|
|  | Monthly Rate | Nonrecurring Charge First | Charge Add'l | Monthly Rate | Nonrecurring Charge First | Charge Add'l | Monthly Rate | Nonrecurring Charge First | Charge Add'l |
| Unbundled Loop Channelization System (DS1 to VG), Per System                         | \$675.00     | \$825.00                  | N/A          | \$666.00     | \$480.00                  | N/A          | \$666.00     | \$480.00                  | N/A          |
| Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit | \$1.70       | \$8.00                    | \$8.00       | \$1.70       | \$7.00                    | \$7.00       | \$1.70       | \$7.00                    | \$7.00       |

| State(s)   | Kentucky     |                           |              | Louisiana    |                           |              | Mississippi  |                           |              |
|--|--------------|---------------------------|--------------|--------------|---------------------------|--------------|--------------|---------------------------|--------------|
|  | Monthly Rate | Nonrecurring Charge First | Charge Add'l | Monthly Rate | Nonrecurring Charge First | Charge Add'l | Monthly Rate | Nonrecurring Charge First | Charge Add'l |
| Unbundled Loop Channelization System (DS1 to VG), Per System                         | \$640.00     | \$485.00                  | N/A          | \$630.00     | \$510.00                  | N/A          | \$660.00     | \$490.00                  | N/A          |
| Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit | \$1.60       | \$8.00                    | \$8.00       | \$1.60       | \$8.00                    | \$8.00       | \$1.70       | \$8.00                    | \$8.00       |

| State(s)   | N. Carolina  |                           |              | S. Carolina  |                           |              | Tennessee    |                           |              |
|--|--------------|---------------------------|--------------|--------------|---------------------------|--------------|--------------|---------------------------|--------------|
|  | Monthly Rate | Nonrecurring Charge First | Charge Add'l | Monthly Rate | Nonrecurring Charge First | Charge Add'l | Monthly Rate | Nonrecurring Charge First | Charge Add'l |
| Unbundled Loop Channelization System (DS1 to VG), Per System                         | \$645.00     | \$475.00                  | N/A          | \$620.00     | \$480.00                  | N/A          | \$630.00     | \$520.00                  | N/A          |
| Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit | \$1.65       | \$7.00                    | \$7.00       | \$1.60       | \$8.00                    | \$8.00       | \$1.60       | \$8.00                    | \$8.00       |

Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports

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

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

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

| Alabama  |         | Florida    |                | Georgia  |                                  |        |
|--|---------|------------|----------------|----------|----------------------------------|--------|
| Rate Elements  | Rate    | Per        | Rate Elements  | Rate     | Rate Elements                    | Rate   |
| Monthly (1)  |         |            | Monthly        |          | Monthly                          |        |
| Residence Port   | \$2.00  |            | Residence Port | \$1.00   | Residence Port                   | \$2.20 |
| Business Port  | \$7.00  |            | Business Port  | \$4.00   | Business Port                    | \$4.00 |
| PEX Trunk Port (2,3,4)   | \$7.00  |            | PEX Trunk Port | \$7.00   | PEX Trunk Port                   | \$7.37 |
| Rotary Service   | \$2.00  |            | Rotary Service | \$2.00   | Rotary Service                   | \$2.77 |
| Primary Rate ISDN NAB (5,6)  | \$22.00 |            |                |          |                                  |        |
| Usage-Mileage Bands  |         |            | Usage-(STB)    |          | Usage-(STB)                      |        |
| A (0 miles)  | \$2.02  | Incl. min. | • Incl. min.   | \$2.0275 | -each per call                   | \$2.02 |
| B (1-10 miles)   | \$2.04  | Addl min.  | • addl min.    | \$2.0125 | - per minute or fraction thereof | \$2.02 |
| C (11-16 miles)  | \$2.06  | Addl min.  |                |          |                                  |        |
| D (17-22 miles & existing LCA described in AS.6 greater than 22 ml.) | \$2.08  | Addl min.  |                |          |                                  |        |
| E (23-28 miles)  | \$2.10  | Addl min.  |                |          |                                  |        |
| F (29-34 miles)  | \$2.12  | Addl min.  |                |          |                                  |        |
| G (35-40 miles)  | \$2.14  | Addl min.  |                |          |                                  |        |
| H (Special Band) (7)   | \$2.16  | Addl min.  |                |          |                                  |        |

NOTES:

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

Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports (Cont'd)

| Kentucky                                     |         |            | Louisiana   |        |            |
|--|---------|------------|---|--------|------------|
| Rate Element                                 | Rate    | Fee        | Rate Element  | Rate   | Fee        |
| Monthly                                      |         |            | Monthly   |        |            |
| Residence Port                               | \$2.50  |            | Residence Port  | \$2.50 |            |
| Business Port                                | \$10.00 |            | Business Port   | \$7.00 |            |
| PBX Trunk Port                               | \$10.00 |            | PBX Trunk Port  | \$7.00 |            |
| Rotary Service                               | \$2.50  |            | Rotary Service  | \$2.50 |            |
| Usage-Mileage Bands                          |         |            | Usage-Mileage Bands   |        |            |
| A (0 miles)                                  | \$0.04  | Incl. min. | A (0 miles)   | \$0.02 | Incl. min. |
|  | \$0.02  | Add'l min. |   | \$0.01 | Add'l min. |
| B (1-10 miles)                               | \$0.04  | Incl. min. | A (1-10 miles)  | \$0.04 | Incl. min. |
|  | \$0.02  | Add'l min. |   | \$0.02 | Add'l min. |
| C (Greater than 10 miles Limited LCA)        | \$0.02  | Incl. min. | B (11-10 miles)   | \$0.02 | Incl. min. |
|  | \$0.04  | Add'l min. |   | \$0.04 | Add'l min. |
| D (1-10 miles beyond Limited LCA)            | \$0.04  | Incl. min. | C (17-22 miles)   | \$0.10 | Incl. min. |
|  | \$0.02  | Add'l min. |   | \$0.07 | Add'l min. |
| E (11-10 miles beyond Limited LCA)           | \$0.02  | Incl. min. | D (23 - 25 miles State LCA and Intra Parish Expanded LCA)         | \$0.14 | Incl. min. |
|  | \$0.04  | Add'l min. |   | \$0.10 | Add'l min. |
| F (17-22 miles beyond Limited LCA)           | \$0.02  | Incl. min. | E (Greater than 25 miles State LCA and Intra Parish Expanded LCA) | \$0.14 | Incl. min. |
|  | \$0.07  | Add'l min. |   | \$0.14 | Add'l min. |
| G (23-25 miles beyond Limited LCA)           | \$0.02  | Incl. min. | F (25 - 25 miles Intra-Parish Expanded LCA)                       | \$0.14 | Incl. min. |
|  | \$0.07  | Add'l min. |   | \$0.10 | Add'l min. |
| H (31-40 miles beyond Limited LCA)           | \$0.02  | Incl. min. | G (31 - 40 miles Intra-Parish Expanded LCA)                       | \$0.14 | Incl. min. |
|  | \$0.07  | Add'l min. |   | \$0.14 | Add'l min. |
| I (Greater than 40 miles beyond Limited LCA) | \$0.02  | Incl. min. | H (Greater than 40 miles Intra-Parish)                            | \$0.14 | Incl. min. |
|  | \$0.07  | Add'l min. |   | \$0.14 | Add'l min. |

| Mississippi   |        |            | N. Carolina    |        |                      | S. Carolina    |         |     |
|---|--------|------------|----------------|--------|----------------------|----------------|---------|-----|
| Rate Element  | Rate   | Fee        | Rate Element   | Rate   | Fee                  | Rate Element   | Rate    | Fee |
| Monthly   |        |            | Monthly        |        |                      | Monthly        |         |     |
| Residence Port  | \$2.75 |            | Residence Port | \$2.00 |                      | Residence Port | \$4.00  |     |
| Business Port   | \$7.50 |            | Business Port  | \$2.00 |                      | Business Port  | \$10.00 |     |
| PBX Trunk Port  | \$7.50 |            | PBX Trunk Port | \$2.00 |                      | PBX Trunk Port | \$10.00 |     |
| Rotary Service  | \$2.75 |            | Rotary Service | \$1.50 |                      | Rotary Service | \$3.00  |     |
| Usage - Mile Bands  |        |            | Usage - (STB)  |        |                      | Usage - (STB)  |         |     |
| A (0 miles)   | \$0.02 | Incl. min. | - Incl. min.   | \$0.02 | - State Svc. Area    | \$0.02         |         |     |
|   | \$0.01 | Add'l min. | - Add'l min.   | \$0.02 | - Expanded Svc. Area | \$0.12         |         |     |
| B (1-10 miles)  | \$0.04 | Incl. min. |                |        |                      |                |         |     |
|   | \$0.02 | Add'l min. |                |        |                      |                |         |     |
| C (11-10 miles, existing LCA described in ASL greater than 10 miles, and calls to county not greater than 10 miles) | \$0.02 | Incl. min. |                |        |                      |                |         |     |
|   | \$0.04 | Add'l min. |                |        |                      |                |         |     |
| D (17-30 miles)   | \$0.02 | Incl. min. |                |        |                      |                |         |     |
|   | \$0.07 | Add'l min. |                |        |                      |                |         |     |
| E (31-45 miles (Old LATA))  | \$0.02 | Incl. min. |                |        |                      |                |         |     |
|   | \$0.07 | Add'l min. |                |        |                      |                |         |     |
| F (31-45 miles Jackson LATA)  | \$0.12 | Incl. min. |                |        |                      |                |         |     |
|   | \$0.10 | Add'l min. |                |        |                      |                |         |     |
| G (30-45 miles (Old LATA))  | \$0.10 | Incl. min. |                |        |                      |                |         |     |
|   | \$0.14 | Add'l min. |                |        |                      |                |         |     |

| Tennessee          |         |     |
|--------------------|---------|-----|
| Rate Element       | Rate    | Fee |
| Monthly            |         |     |
| Residence Port     | \$4.00  |     |
| Business Port      | \$10.00 |     |
| PBX Trunk Port     | \$10.00 |     |
| Rotary Service     | \$2.50  |     |
| Usage - Mile Bands |         |     |
| A (0-10 miles)     | \$0.02  | max |
| B (17-30 miles)    | \$0.02  | max |
| C >30 miles        | \$1.10  | max |

**Attachment C-18**

**Unbundled Products and Services and New Services**

**Service: Local Calling Area Boundary Guide**

**Description: Provided to ALECs to assist in deployment of number on their network to conform with BellSouth existing local calling area geographics.**

**State: All**

**Rate(s): No Charge**

**ATTACHMENT "D"**  
**APPLICABLE DISCOUNTS**

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

| <u>STATE</u>   | <u>RESIDENCE</u> | <u>DISCOUNT</u> | <u>BUSINESS</u> |
|----------------|------------------|-----------------|-----------------|
| ALABAMA        | 10%              |                 | 10%             |
| FLORIDA        | 18%              |                 | 12%             |
| GEORGIA        | 20.3%            |                 | 17.3%           |
| KENTUCKY       | 10%              |                 | 8%              |
| LOUISIANA*     | 20.72%           |                 | 20.72%          |
| MISSISSIPPI    | 9%               |                 | 8%              |
| NORTH CAROLINA | 12%              |                 | 9%              |
| SOUTH CAROLINA | 10%              |                 | 9%              |
| TENNESSEE**    | 16%              |                 | 16%             |

\* Effective as of the Commission's Order in Louisiana Docket No. U-22020 dated November 12, 1998.

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