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BellSouth Telecommunications, Inc.
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Marshall M. Criser, III
Regulatory Vice President

RECORDS AND
REPORTING

March 4, 1999

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

990257-TP

Re: Approval of the Attachment to Network Interconnection Agreement
Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and
Hyperion Telecommunications of Florida, Inc. pursuant to Sections 251 and
252 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996,
BellSouth and Hyperion Telecommunications of Florida, Inc. an Independent
Company provider, are submitting to the Florida Public Service Commission
their negotiated attachment to network agreement for the provision of
Calling Name Delivery (CNAM) Database Services by BellSouth. The
agreement was negotiated pursuant to sections 251 and 252 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
Hyperion Telecommunications of Florida, Inc. within 90 days of its
submission. The Commission may only reject such an agreement if it finds
that the agreement or any portion of the agreement discriminates against a
telecommunications carrier not a party to the agreement or the
implementation of the agreement or any portion of the agreement is not
consistent with the public interest, convenience and necessity. Both parties
represent that neither of these reasons exist as to the agreement they have
negotiated and that the Commission should approve their agreement.

Very truly yours,

Marshall M. Criser III
Regulatory Vice President
(s)

[Signature]
FPSC BUREAU OF RECORDS

DOCUMENT NO.
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3-4-99

ANNEX 314

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES ANNEX

Per Query Rate

Effective: 12-22-98

This Annex between BellSouth Telecommunications, Inc., a corporation under the laws of the state of Georgia (herein called BellSouth), and *Hyperion Telecommunications of Florida, Inc.* a corporation under the laws of the state of Florida, herein called the Customer sets forth the terms and conditions under which Calling Name Delivery (CNAM) Database Services will be provided by BellSouth to the Customer.

1.00 DEFINITIONS

For the purpose of this Annex and its Exhibits, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides the Customer the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTS (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2.00 SCOPE OF ANNEX

This Annex will cover the terms and conditions and the various scenarios for which BellSouth will provide to the Customer access to the BellSouth CNAM SCP for query or record storage purposes.

3.00 PHYSICAL CONNECTION AND COMPENSATION

BellSouth's provision of CNAM Database Services to the CLEC requires interconnection from the Customer's operating area to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established by mutual agreement between BellSouth and the CLEC. The associated compensation shall be as set forth in Exhibit A which is hereby made a part of this Annex.

In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, the Customer must provide its own CNAM SSP. The Customer CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

If the Customer elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that the Customer desires to query.

4.00 CNAM RECORD INITIAL LOAD AND UPDATES

The mechanism to be used by the Customer for initial CNAM record load and/or updates shall be determined on an individual company basis. The initial load and all updates shall be provided by the Customer in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of the Customer to provide accurate information to BellSouth on a current basis.

Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

5.00 MODIFICATION AND COMPLIANCE

Neither this Annex nor its Exhibits, Supplements or Attachments may be modified except by written agreement signed by authorized officials of both parties.

In addition, no course of dealing or failure of either party to enforce any provision of this Annex or any of its Exhibits shall be construed as a waiver of such provision or any other rights under this Annex or any of its Exhibits.

6.00 TERM AND TERMINATION PROVISIONS

Subject to events of force majeure and other terms and conditions of this Agreement, BellSouth shall provide Calling Name Database Access Service to Customer on the Service Activation Date agreed to by the parties. The Service Activation Date is shown below in this Exhibit.

This Agreement shall be in effect for a term of 1 year(s), beginning on the Service Activation Date. If no term is specified the term shall one year from the Service Activation Date of the Agreement. Either party may terminate this Agreement at the end of the initial term by giving written notice of termination at least ninety (90) days prior to the expiration of said term. If Customer terminates before the initial term is complete Customer shall pay as a termination charge an amount equal to the following:

[Number of months left in initial term x the minimum determined guaranty of queries x the determined rate x 10%].

After the initial term, the term and price shall be reestablished between the Customer and Account Representative. Otherwise, this Agreement shall continue in full force and effect at the one-year term rate of \$.01 per query until either party gives the other party written notice to terminate at least ninety (90) days prior to the termination date.

7.00 PROTECTION OF PROPRIETARY INFORMATION

Each party agrees to protect the proprietary information entrusted to it by the other party. Such proprietary information shall include this Annex and its Exhibits, Supplements and Attachments, and shall be held in confidence by the receiving party and only be disclosed to those employees, contractors or agents who have a need for it in order to provide telecommunications services required to fulfill this Annex and its Exhibits. BellSouth agrees to use the customer names and numbers provided by the Customer for the purposes of Customer Name Delivery Database Services only.

Any proprietary information that is furnished to either party shall be clearly marked as proprietary and shall be treated as such by the receiving party. Such information shall remain the property of the originating party and shall be returned upon request.

Each party agrees to give immediate notice to the other party of any legal demands to disclose proprietary information prior to disclosing such information.

Customer CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each party consistent with state and/or federal regulations on privacy treatment.

8.00 INDEMNIFICATION

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

BellSouth and the Customer agree with respect to services and facilities provided hereunder, to indemnify and save the other party harmless from liabilities, claims or demands (including the costs, expenses and reasonable attorneys, fees, on account thereof) that may be made by persons furnished by the other party or by any of its subcontractors, under Worker's Compensation or similar statutes. BellSouth and the Customer agree to defend any such suit brought against the non-owner for any such liability, claim or demand. Each party agrees to notify the other party promptly, in writing, of any claims or demands for which it is claimed that the other party is responsible and to cooperate in every reasonable way to facilitate defense or settlement of claims.

No claims or adjustments of such charges, or any other claims with respect to this Annex may be made more than two years after the date of the event that gave rise to the claim, except where such limitations are contrary to law; provided, however, that claims for indemnity under this section may be made within two years of the commencement of the proceeding on the cause of action for which indemnity is sought, except where such limitations are contrary to law.

IN WITNESS WHEREOF, the parties hereto have caused this Annex to be signed by duly authorized officers this 31st day of January, 1999.

WITNESS:

Erwin Undergrae

By: Hyperion Telecommunications of Florida, D.

Signature: 

Name: Charles E. Progonis

TITLE: Sr. Vice President

WITNESS:

Kelly Frost

BELLSOUTH TELECOMMUNICATIONS, INC.

Signature: 

Name: Jerry D. Hendrix

TITLE: Director

EXHIBIT A

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES COMPENSATION

Effective: 12-23-98

Attached to and made part of the Calling Name Delivery Database Services Annex 314.

Calling Name Data Base Access Service

Price List

The charge for Customer's Queries to the BellSouth Calling Name Database shall be as follows:

	<u>Price</u>	<u>Frequency</u>	<u>Term</u>	<u>Guaranteed Minimum No. of Queries</u>
CNAS Query	<u>.01</u>	Per Query	<u>1yr</u>	<u>0</u> (Only applicable with volume and term discount pricing)

A non-recurring fee of \$595.00 is applicable when the Customer uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database.

Forecast Requirements

If Customer chooses volume and term discount pricing, prior to the effective date of this agreement and within 30 days of the beginning of each successive twelve (12) month period, the Customer shall provide BellSouth with an annual forecast of CNAM queries. Within 15 days of receiving the annual forecast, BellSouth and Customer shall review Customer's forecasts and shall mutually agree on an interim usage rate to be charged during the following twelve (12) month period. Forecast Requirements are only necessary if Customer chooses volume and term discount pricing.

True-up Procedure

If Customer chooses volume and term discount pricing, within thirty (30) days following the end of each twelve (12) month period, BellSouth will provide a true-up statement to Customer setting forth Customer's per-Query rate applicable to such usage as determined from Price List Section of this Service Attachment, and the difference, if any, between the interim charges paid by Customer based on estimated usage and the final charges based on the actual usage information. Within thirty (30) days after BellSouth delivery of the true-up statement, Customer will pay any amounts remaining due or BellSouth will credit any overpayments, as applicable, based on the true-up statement. True-up procedures are only necessary if Customer chooses volume and term discount pricing.

Service Activation Date

Pursuant to the Term and Termination Provisions of the Calling Name Database Access Service Agreement between BellSouth and Customer, dated 12-22-98 the parties agree that the following date shall be the Service Activation Date for purposes of Calling Name Database Access Service:

Service Activation Date 12-23-98

Executed this 27th day of January, 1999

WITNESS:

Donna Updegrave

By: Hyperion Telecommunications of Florida, Inc

Signature: [Signature]

Name: Charles R. Deering

TITLE: Sr. Vice President

WITNESS:

Vicky Stewart

BELLSOUTH TELECOMMUNICATIONS, INC.

Signature: [Signature]

Name: Jerry D. Hendrix

TITLE: Director