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BellSouth Telecommunications, Inc.
Suite 400
150 South Monroe Street
Tallahassee, Florida 32301-1556

850 224-7798
Fax 850 224-5073

Marshall M. Criser, III
Regulatory Vice President

RECORDS AND
REPORTING

March 17, 1999

990352-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 an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and TriComm, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and TriComm, Inc. are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to TriComm, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-98-0988-FOF-TP issued July 20, 1998 in Docket 980474-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and TriComm, Inc. within 90 days of its submission. The Act provides that 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 aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President

(2)

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FPSC-RECORDS/REPORTING

FIFTH AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND TRICOMM, INC.
DATED MARCH 18, 1998

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and TriComm, Inc. ("TriComm") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated March 18, 1998 ("Interconnection Agreement").

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

1. Pursuant to Section 16 in General Terms and Conditions - Part A of the Interconnection Agreement, the parties hereby agree to revise Attachment 1. The rates, terms and conditions shall be applied on a going forward basis, pursuant to Section 16, Modification of Agreement, General Terms and Conditions - Part A of the Interconnection Agreement.

2. The Parties agree that Attachment 1 is hereby deleted in its entirety and replaced with a new Attachment 1 attached hereto.

3. The Parties agree that all of the other provisions of the Interconnection Agreement, dated March 18, 1998, shall remain in full force and effect.

4. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate State Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BELLSOUTH TELECOMMUNICATIONS, INC.

By:



Jerry Hendrix - Director

DATE:

3/9/99

TRICOMM, INC.

By:



DATE:

3-4-99

Attachment 1

Resale

RESALE

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

1 Discount Rates

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

2 Definition of Terms

- 2.1 CUSTOMER OF RECORD means the entity responsible for placing application for service, requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc
- 2.2 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.3 END USER means the ultimate user of the telecommunications services.
- 2.4 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- 2.5 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.6 OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/CLEC) means a telephone company certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as TriComm subscribes to the telecommunications services of BellSouth and then reoffers those telecommunications services to the public (with or without "adding value").
- 2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which a CLEC, such as TriComm, may offer resold local exchange telecommunications service.

3 **General Provisions**

- 3.1 TriComm may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

- 3.2 TriComm may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:

3.2.1 TriComm must resell services to other end users.

3.2.2 TriComm must order services through resale interfaces, i. e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.

3.2.3 TriComm cannot be an alternative local exchange telecommunications company for the single purpose of selling to themselves.

- 3.3 The provision of services by BellSouth to TriComm does not constitute a joint undertaking for the furnishing of any service.

- 3.4 TriComm 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 TriComm for all services.

- 3.5 TriComm will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user except to the extent provided for herein.

- 3.6 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.

- 3.7 BellSouth maintains the right to serve directly any end user within the service area of TriComm. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of TriComm.

- 3.8 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

- 3.9 Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of BellSouth and are assigned to the service furnished. TriComm has no property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business.
- 3.10 For the purpose of the resale of BellSouth's telecommunications services by TriComm, BellSouth will provide TriComm with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. TriComm acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that TriComm cancel its reservations of numbers. TriComm shall comply with such request.
- Further, upon TriComm's request, and for the purpose of the resale of BellSouth's telecommunications services by TriComm, BellSouth will reserve up to 100 telephone numbers per CLLIC, for TriComm's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. TriComm acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of TriComm's reasonable need in that particular CLLIC.
- 3.11 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 TriComm.
- 3.12 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.13 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.14 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.15 BellSouth accepts no responsibility to any person for any unlawful act committed by TriComm or its end users as part of providing service to TriComm for purposes of resale or otherwise.
- 3.16 BellSouth will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with BellSouth's customers. Law enforcement agency subpoenas and court orders regarding end users of TriComm will be directed to TriComm. BellSouth will bill TriComm for implementing any requests by law enforcement agencies regarding TriComm end users.
- 3.17 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
- 3.17.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
 - 3.17.2 Cause damage to BellSouth's plant;
 - 3.17.3 Impair the privacy of any communications; or

- 3.17.4 Create hazards to any BellSouth employees or the public.
- 3.18 TriComm assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by TriComm.
- 3.19 Facilities and/or equipment utilized by BellSouth to provide service to TriComm remain the property of BellSouth.
- 3.20 White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Services Tariff and will be available for resale.
- 3.21 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. TriComm agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that TriComm will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.
- 3.22 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this attachment.
- 3.23 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Station Message Desk Interface - Enhanced ("SMDI-E")
 - Station Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
 - Call Forward on Busy/Don't Answer ("CF-B/DA")
 - Call Forward on Busy ("CF/B")
 - Call Forward Don't Answer ("CF/DA")
- Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.
- 3.24 BellSouth's Inside Wire Maintenance Service Plan may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.25 All costs incurred by BellSouth for providing services requested by TriComm that are not covered in the BellSouth tariffs shall be recovered from the Reseller(s) who utilize those services.
- 3.26 Recovery of charges associated with implementing Number Portability through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in FCC No. 1. This charge will not be discounted.

4 BellSouth's Provision of Services to TriComm

4.1 TriComm agrees that its resale of BellSouth services shall be as follows:

- 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
- 4.1.2 To the extent TriComm is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, TriComm 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 the 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 TriComm 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.
- 4.1.3 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
- 4.1.4 TriComm is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2 of BellSouth's Tariff except for backup service as indicated in the applicable state tariff Section A3.
- 4.1.5 If telephone service is established and it is subsequently determined that the class of service restriction has been violated, TriComm will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at BellSouth's sole discretion. Interest at a rate as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff for the applicable state, compounded daily for the number of days from the back billing date up to and including the date that TriComm actually makes the payment to BellSouth may be assessed.
- 4.1.6 BellSouth reserves the right to periodically audit services purchased by TriComm to establish authenticity of use. Such audit shall not occur more than once in a calendar year. TriComm shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.

4.2 Resold services can only be used in the same manner as specified in BellSouth's Tariffs. 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

- 6.2 Service orders will be in a standard format designated by BellSouth.
- 6.3 When notification is received from TriComm that a current customer of BellSouth will subscribe to TriComm's service, standard service order intervals for the appropriate class of service will apply.
- 6.4 BellSouth will not require end user confirmation prior to establishing service for TriComm's end user customer. TriComm must, however, be able to demonstrate end user authorization upon request.
- 6.5 TriComm will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from TriComm to BellSouth or will accept a request from another CLEC for conversion of the end user's service from TriComm to the other LEC. BellSouth will notify TriComm that such a request has been processed.
- 6.6 If BellSouth determines that an unauthorized change in local service to TriComm has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess TriComm as the CLEC initiating the unauthorized change, the unauthorized change charge described in FCC Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to TriComm. These charges can be adjusted if TriComm provides satisfactory proof of authorization.
- 6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.
- 6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
- 6.7.3 Such security deposit may not exceed two months' estimated billing.
- 6.7.4 The fact that a security deposit has been made in no way relieves TriComm from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.
- 6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 6.7.6 In the event that TriComm defaults on its account, service to TriComm will be terminated and any security deposits held will be applied to its account.
- 6.7.7 Interest on a security deposit shall accrue and be refunded in accordance with the terms in the appropriate BellSouth tariff.

7 **Payment And Billing Arrangements**

- 7.1 Prior to submitting orders to BellSouth for **local service**, a master account must be established for TriComm. TriComm is required to provide **the following before** a master account is established: proof of PSC/PUC certification, the **Application for Master Account**, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- 7.2 BellSouth shall bill TriComm on a current basis **all applicable charges and credits**.
- 7.3 Payment of all charges will be the responsibility of TriComm. TriComm shall make payment to BellSouth for all services billed. BellSouth is **not responsible** for payments not received by TriComm from TriComm's customer. BellSouth **will not become** involved in billing disputes that may arise between TriComm 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.**
- 7.4 BellSouth will render bills each month on **established bill days for each of TriComm's accounts.**
- 7.5 BellSouth will bill TriComm, 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 charge for usage or usage allowances. BellSouth will also bill all charges including but not limited to 911 and E911 charges, **telecommunications relay charges**, and **franchise fees**, to TriComm.
- 7.6 The payment will be due by the next bill date (i.e., **same date in the following month**) as the bill date) and is payable in immediately available funds. **Payment is considered to have been made when received by BellSouth.**
- 7.6.1 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.
- 7.6.2 If TriComm requests multiple billing media or **additional copies of bills**, BellSouth will provide these at an appropriate charge to TriComm.
- 7.6.3 **Billing Disputes**
- 7.6.3.1 Each Party agrees to notify the other Party **upon the discovery of a billing dispute**. In the event of a billing dispute, **the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date** on which such disputed charges appear. Resolution of the dispute is **expected to occur at the first level of management** resulting in a **recommendation for settlement** of the dispute and closure of a specific billing period. If **the issues are not resolved** within the allotted time frame, the following resolution procedure will begin:
- 7.6.3.2 If the dispute is not resolved within **sixty (60) days of the Bill Date**, the dispute will be escalated to the second level of **management for each of the respective Parties** for resolution. If the dispute is **not resolved within ninety (90) days of**

the Bill Date, the dispute will be **escalated to the third level of management** for each of the respective Parties for **resolution**

- 7.6.3.3 If the dispute is not resolved **within one hundred and twenty (120) days** of the Bill Date, the dispute will be **escalated to the fourth level of management** for each of the respective Parties for **resolution**.
- 7.6.3.4 If a Party disputes a charge and **does not pay such charge** by the payment due date, such charges shall be subject to **late payment charges** as set forth in the Late Payment Charges provision of **this Attachment**. If a Party disputes charges and the dispute is resolved in favor of **such Party**, the other Party shall credit the bill of the disputing Party for the **amount of the disputed charges** along with any late payment charges assessed no later than the **second Bill Date** after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the **disputed charges** and any associated late payment charges assessed no later than the **second bill payment due date** after the resolution of the dispute. **BellSouth shall only assess interest** on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.
- 7.7 Upon proof of tax exempt certification from TriComm, **the total amount billed to TriComm** will not include any taxes due from the end user to **reflect the tax exempt certification** and local tax laws. TriComm will be solely responsible for the **computation, tracking, reporting, and payment** of taxes applicable to TriComm's end user.
- 7.8 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 Services Tariff and Section B2 of the Private Line Service Tariff**.
- 7.9 Any switched access charges associated with **interexchange carrier access** to the resold local exchange lines will be billed by, and due to, BellSouth. **No additional charges** are to be assessed to TriComm
- 7.10 BellSouth will not perform **billing and collection services for TriComm** 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.
- 7.11 Pursuant to 47 CFR Section 51.617, BellSouth will bill **TriComm end user common line charges** identical to the end user common line charges BellSouth bills its end users.
- 7.12 In general, BellSouth will not become involved in **disputes between TriComm and TriComm's end user customers over resold services**. If a dispute **does arise that cannot be settled** without the involvement of BellSouth, TriComm 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 TriComm to resolve the matter in as timely a manner **as possible**. TriComm may be required to submit documentation to substantiate the claim.

8 Discontinuance of Service

- 8.1 The procedures for discontinuing service to an end user are as follows:
- 8.1.1 Where possible, BellSouth will deny service to TriComm's end user on behalf of, and at the request of, TriComm. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of TriComm.
 - 8.1.2 At the request of TriComm, BellSouth will disconnect a TriComm end user customer.
 - 8.1.3 All requests by TriComm for denial or disconnection of an end user for nonpayment must be in writing.
 - 8.1.4 TriComm will be made solely responsible for notifying the end user of the proposed disconnection of the service.
 - 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise TriComm 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 TriComm and/or the end user against any claim, loss or damage arising from providing this information to TriComm. It is the responsibility of TriComm 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.
 - 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.
- 8.2 The procedures for discontinuing service to TriComm are as follows:
- 8.2.1 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 TriComm of the rules and regulations of BellSouth's Tariffs.
 - 8.2.2 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 TriComm, 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. In addition BellSouth may, at the same time, give thirty days notice to the person designated by TriComm to receive notices of noncompliance, and discontinue the provision of existing services to TriComm at any time thereafter.
 - 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
 - 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and TriComm's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to TriComm without further notice.

- 8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, TriComm's services will be discontinued. Upon discontinuance of service on a TriComm's account, service to TriComm's end users will be denied. BellSouth will also reestablish service at the request of the end user or TriComm upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. TriComm is solely responsible for notifying the end user of the proposed disconnection of the service.
- 8.2.6 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.

EXHIBIT A

APPLICABLE DISCOUNTS

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

STATE	DISCOUNT*		CSAs
	RESIDENCE	BUSINESS	
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

- When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

OPERATIONAL SUPPORT SYSTEMS (OSS RATES)

	Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces	Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS Order Charge	\$7.45	\$19.99

In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Type of Service	AL		FL		GA		KY		LA	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4 Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes
6 911/E911 Services (See Note7)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7 N11 Services (See Note 7)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8 AdWatch SM Svc (See Note 6)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11 Federal Subscriber Line Chrges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13 End User Line Charge - Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

Type of Service	MS		NC		SC		TN	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Note 8	Yes	Yes
3 Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4 Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6 911/E911 Services (See Note7)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7 N11 Services (See Note 7)	No	No	No	No	Yes	Yes	Yes	Yes
8 AdWatch SM Svc (See Note 6)	Yes	No	Yes	No	Yes	No	Yes	No
9 MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No
10 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11 Federal Subscriber Line Chrges	Yes	No	Yes	No	Yes	No	Yes	No
12 Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
13 End User Line Charge - Number Portability	Yes	No	Yes	No	Yes	No	Yes	No

Applicable Notes:

- 1 Grandfathered services can be resold only to existing subscribers of the grandfathered service.
- 2 Where available for resale, promotions will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
- 3 In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:
 - (a) the stated tariff rate, less the wholesale discount;
 - (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)

4. **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Kentucky, TriComm is responsible for funding its own Lifeline and Link Up benefit. In Tennessee, TriComm shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. TriComm must further discount the wholesale Message Rate Service to Lifeline customers with a discount which is no less than the minimum discount that BellSouth now provides. TriComm is responsible for recovering the Subscriber Line Charge from the NECA interstate toll settlement pool just as BellSouth does today. The maximum rate that TriComm may charge for Lifeline Service shall be capped at the flat retail rate offered by BellSouth.
5. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
6. AdWatchSM Service is tariffed as BellSouth[®] AIN Virtual Number Call Detail Service.
7. Exclusions for N11/911/E911 are also applicable to equipment associated with the service.
8. In South Carolina, CSAs are available for resale at the CSA specific resale discount of 8..98%. The state specific resale discount rate applies to Special Assemblies.