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

850 224-7798
Fax 850 324-5072

RECORDS AND
REPORTING

Marshall M. Criser III
Regulatory Vice President

April 5, 1999

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

990436-TP

Re: Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and African American Telecommunications 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 African American Telecommunications are submitting to the Florida Public Service Commission their amendment to their negotiated agreement for the purchase of BellSouth's telecommunications services for the purpose of resale to end users by African American Telecommunications. The Commission approved the initial agreement between the companies in Order No. PSC-99-0406-FOF-TP issued February 25, 1999 in Docket 981996-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the amendment to the negotiated agreement between BellSouth and African American Telecommunications 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 amendment.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President (22)

DOCUMENT NUMBER-DATE

~~04391~~ APR -5 99

FPSC-RECORDS/REPORTING

**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This Agreement, effective as of December 4, 1998, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and African American Telecommunications ("Local Exchange Company"), a Georgia corporation, and their fully authorized officers.

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum No. 1 are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users.

Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement.

Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

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

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

II. TERM

This Agreement will be effective as of December 4, 1998, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

III. FEES FOR SERVICE AND TAXES

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

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

IV. INDEMNIFICATION

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

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

V. LIMITATION OF LIABILITY

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

VI. MISCELLANEOUS

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

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

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated

companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

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

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

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

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

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

BELLSOUTH TELECOMMUNICATIONS, INC.

Signature: 

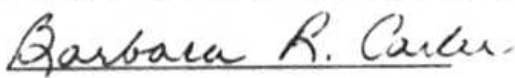
Printed Name: Jerry Hendrix

Title: Director

Date: 3/15/99

Address: 675 West Peachtree Street
Room 34S91
Atlanta, GA 30375

AFRICAN AMERICAN TELECOMMUNICATIONS, Inc.

Signature: 

Printed Name: Barbara R. Carter

Title: CEO

Date: 3/5/99

Address: 75 Piedmont Avenue, N.E.
Atlanta, GA 30303

(Resale)

**ADDENDUM NO. 1
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated December 4, 1998, between BellSouth Telecommunications, Inc. ("BST"), and African American Telecommunications ("Local Exchange Company"), effective the 26th day of February, 1999.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

- D. Calling Card number - a billing number plus PIN number assigned by BST.
- E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

- A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
- B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances

or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

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

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

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

IV. COMPLIANCE

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

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

BELLSOUTH TELECOMMUNICATIONS, INC.

Signature: _____

Printed Name: Jerry Hendrix

Title: Director

Date: 3/15/99

Address: 675 West Peachtree Street
Room 34S91
Atlanta, GA 30375

AFRICAN AMERICAN TELECOMMUNICATIONS, Inc.

Signature: _____

Printed Name: Barbara R. Carter

Title: CEO

Date: 3/15/99

Address: 75 Piedmont Avenue, N.E.
Atlanta, GA 30303

Optional Daily Usage File Agreement

SECTION 1. SCOPE OF AGREEMENT

- 1.01 This agreement shall apply to the service of the Optional Daily Usage File (ODUF) as provided by BellSouth to Reseller, ("AAT"). The specifications, terms and conditions for the provisions of this service are outlined in the Exhibit A to this Agreement.

SECTION 2. DEFINITIONS

2.01

- A. Compensation is the amount of money due from AAT to BellSouth for services provided under this Agreement.
- B. Optional Daily Usage File (ODUF) is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to AAT.
- C. Exchange Message Interface is the nationally administered standard format for the exchange of data within the telecommunications industry.
- D. Message Distribution is routing determination and subsequent delivery of message data from one company to another.

SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01 ODUF service provided to AAT by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this agreement, including such revisions as may be made from time to time by BellSouth.
- 3.02 AAT shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

SECTION 4. COMPENSATION ARRANGEMENTS

- 4.01 Applicable compensation amounts will be billed by BellSouth to AAT on a monthly basis in arrears. Amounts due from AAT to BellSouth (excluding adjustments) are payable within 30 days of the date of the billing statement.

SECTION 5. ASSOCIATED EXHIBIT

- 5.01 Listed below is the exhibit associated with this Agreement, incorporated herein by this reference.

Exhibit A Optional Daily Usage File (ODUF)

- 5.02 From time to time by written agreement of the parties, new exhibits may be substituted for the attached Exhibit A, superseding and canceling the Exhibit(s) then in effect.

SECTION 6. TERM OF AGREEMENT

- 6.01 This Agreement and its attachment(s) are effective February 26, 1999 and will continue in force until terminated, with or without cause, by thirty (30) days prior notice in writing from either party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

SECTION 7. NOTICES

- 7.01 Any notices required by or concerning this Agreement shall be sent via facsimile and overnight courier to the Parties at the addresses shown below:

African American Telecommunications, Inc.
75 Piedmont Avenue, N.E.
Atlanta, GA 30303
Attn: Jane Green

CLEC Account Manager
BellSouth Telecommunications, Inc.
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

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

Executed this 26th day of February, 1999.

WITNESS:

African American Telecommunications, Inc.

Barbara R. Carter - CEO
(Title) Barbara R. Carter - CEO

WITNESS:

BELLSOUTH TELECOMMUNICATIONS, INC

Director

Jerry Hendrix
(Title) Jerry Hendrix - Director

2/25/99

Exhibit A Optional Daily Usage File

1. Scope of the Exhibit

- 1.1 Upon written request from AAT, BellSouth will provide the Optional Daily Usage File service to AAT pursuant to the rates, terms and conditions set forth in this exhibit.

2. General Information

- 2.1 AAT shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
- 2.2 The Optional Daily Usage File will contain billable messages, that were carried over the BellSouth Network and processed in the CRIS Billing System, but billing to a AAT customer. The Optional Daily Usage Feed also includes operator handled calls originating from AAT subscriber lines and purchasing Operator Services from BellSouth. Charges for delivery of the Optional Daily Usage File will appear on AAT's monthly bills. Charges for the ODUF will be as follows:

	ODUF Recording - Per Message (unbundled Op. Serv. msgs only)	ODUF Message Processing - Per Message	ODUF Magnetic Tape Distribution, Per Tape	ODUF CONNECT Direct Distribution Per Message
Alabama*	\$0.0002	\$0.0033	\$55.19	\$0.00004
Florida	\$0.008	\$0.004	\$54.95	\$0.001
Georgia	\$0.008	\$0.004	\$54.95	\$0.001
Kentucky*	\$0.0008611	\$0.0032357	\$55.68	\$0.0000365
Louisiana*	\$0.00019	\$0.0024	\$47.30	\$0.00003
Mississippi*	\$0.0001179	\$0.0032089	\$54.62	\$0.0000354
N. Carolina	\$0.008	\$0.004	\$54.95	\$0.001
S. Carolina*	\$0.0002862	\$0.0032344	\$54.72	\$0.0000357
Tennessee	\$0.008	\$0.004	\$54.95	\$0.001

* Rates ordered by the respective state Commissions.

- 2.3 All messages provided with the Optional Daily Usage File will be in the standard Alliance for Telecommunications Industry Standards (ATIS) EMI record format.

- 2.4 Messages that error in the billing system of AAT will be the responsibility of AAT. If, however, AAT should encounter significant volumes of errored messages that prevent processing by AAT within its systems, BellSouth will work with AAT to determine the source of the errors and the appropriate resolution.

3. Usage to Be Transmitted

- 3.1 The following messages recorded by BellSouth will be transmitted to AAT:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- measured billable Local
- Directory Assistance messages
- IntraLata Toll
- WATS & 800 Service

- 3.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

- 3.3 BellSouth will perform duplicate record checks on records processed to the Optional Daily Usage File. Any duplicate messages detected will be dropped and not sent to AAT.

- 3.4 In the event that AAT detects a duplicate on the Optional Daily Usage File they receive from BellSouth, AAT will drop the duplicate message (CLEC will not return the duplicate to BellSouth).

4. File Characteristics and Transmission Method

- 4.1 The Optional Daily Usage Feed will be distributed to AAT via an agreed upon medium. The preferred transport method is CONNECT:Direct although Magnetic Tape is a substitutable option. The Daily Usage File will be a variable block format (2476) with a LRECL of 2472. The data on the Daily Usage File will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday – Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium.

- 4.2 Data circuits (private line or dial-up) may be required between BellSouth and AAT for the purpose of data transmission. Where a dedicated line is required, AAT will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. AAT will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to AAT. Additionally, all message toll charges associated with the use of the dial circuit by AAT will be the responsibility of AAT. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on AAT end for the purpose of data transmission will be the responsibility of AAT.

5. Packing Specifications

- 5.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 5.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to AAT which BellSouth RAO is sending the message. BellSouth and AAT will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by AAT and resend the data as appropriate.

Note: The data will be packed using an ATIS EMI 202401 Pack Header and a 202402 Pack Trailer.

6. Pack Rejection

- 6.1 AAT will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). AAT will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and/or retransmitted to AAT by BellSouth.

7. Control Data

AAT will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate AAT received the pack and the acceptance or rejection of the pack. Pack status Code(s) will be populated using standard ATIS EMI codes for packs that were rejected by AAT for reasons stated in the above section.

8. Testing

- 8.1 BellSouth shall send test file(s) to AAT for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that AAT set up a production (LIVE) file. The live test may consist of the AAT's employees making test calls for the types of services that AAT wants to see on the ODUF. These test calls are logged by AAT, and the logs are provided to BellSouth. The logs will be used to verify the files.

**Amendment to the Optional Daily Usage File Agreement
To Include Flat Rate Messages
(Enhanced Optional Daily Usage File)**

SECTION 1. SCOPE OF AMENDMENT

This Amendment shall apply to the provision of the Enhanced Optional Daily Usage File (EODUF) by BellSouth to AAT. The specifications, terms and conditions for the provisions of this service are outlined in this Amendment. Except as otherwise specifically set forth in this Amendment, the terms of the Optional Daily Usage File Agreement will apply to EODUF service.

SECTION 2. DEFINITIONS

A Optional Daily Usage File (ODUF) is the compilation of messages or copies of messages, other than Flat Rate Service Messages, in standard Exchange Message Interface (EMI) format exchanged from BellSouth to AAT.

B Enhanced Optional Daily Usage File (EODUF) is the compilation of Flat Rate Service Messages for a telephone number the underlying service for which is classified as Flat Rate service and is provided to AAT for resale to AAT's end user.

C Exchange Message Interface ("EMI") is the nationally administered standard format for the exchange of data within the telecommunications industry.

D Flat Rate Service Message is a message in the local calling area that is carried over the BellSouth network, originates from a service telephone number for which the subscriber pays a flat fee, and bills to a BellSouth account that has an unlimited calling plan within the local calling area.

E Message Distribution is routing determination and subsequent delivery of message data from one company to another.

SECTION 3. RESPONSIBILITIES OF THE PARTIES

3.1 EODUF service provided to AAT by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Amendment, including such revisions as may be made from time to time by BellSouth. AAT must be a participating BellSouth Optional Daily Usage File (ODUF) customer to be eligible to receive Enhanced Optional Daily Usage File messages.

3.2 AAT shall furnish all relevant information reasonably required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

SECTION 4. COMPENSATION ARRANGEMENTS

4.1 AAT shall pay BellSouth those amounts set forth in Section 4.02 on a per message basis. Amounts due from AAT to BellSouth (excluding adjustments) shall appear on AAT's monthly BellSouth bill and are payable within 30 days of the date of the billing statement.

4.2 Charges for delivery of the Enhanced Optional Daily Usage File will be as follows:

	EODUF Message Processing - Per Message	EODUF Magnetic Tape Distribution, Per Tape	EODUF CONNECT Direct Distribution Per Message
Alabama	\$.004	\$47.30	\$.0000364
Florida	\$.004	\$47.30	\$.0000364
Georgia	\$.004	\$47.30	\$.0000364
Kentucky	\$.004	\$47.30	\$.0000364
Louisiana	\$.004	\$47.30	\$.0000364
Mississippi	\$.004	\$47.30	\$.0000364
N. Carolina	\$.004	\$47.30	\$.0000364
S. Carolina	\$.004	\$47.30	\$.0000364
Tennessee	\$.004	\$47.30	\$.0000364

4.3 All messages provided with the Enhanced Optional Daily Usage File will be in the standard Bellcore EMI record format.

4.4 Messages received in error in the billing system of AAT will be the responsibility of AAT. If, however, AAT should encounter significant volumes of messages in error that prevent processing by AAT within its systems, BellSouth will work with AAT to determine the source of the errors and the appropriate resolution.

SECTION 5. USAGE TO BE TRANSMITTED

5.1 BellSouth will perform duplicate record checks on records processed to the Enhanced Optional Daily Usage File. Any duplicate messages detected will be dropped and not sent to AAT.

5.2 In the event that AAT detects a duplicate message on the Enhanced Optional Daily Usage File it receives from BellSouth, AAT will drop the duplicate message (CLEC will not return the duplicate to BellSouth).

SECTION 6. FILE CHARACTERISTICS AND TRANSMISSION METHOD

The Enhanced Optional Daily Usage Feed will be distributed to AAT over its existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among AATs Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

All provisions of the Optional Daily Usage File Agreement [or Interconnection Agreement] between the parties shall remain in full force and effect.

Either or both parties shall submit the Amendment to the applicable state Public Service Commission(s) 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.

Executed this 26th day of February, 1999.

WITNESS:

African American Telecommunications, Inc.

By: Barbara R. Carter

Name: Barbara R. Carter

Title: CEO

WITNESS:

D. L. H. H. H.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: Jerry Hendrix

Name: Jerry Hendrix

Title: Director