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

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Marshall M. Criser III  
Regulatory Vice President

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RECORDS AND  
REPORTING

December 15, 1999

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

991928-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and IDS Long Distance, 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 IDS Long Distance, 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 IDS Long Distance, Inc. The commission approved the initial agreement between the companies in Order No. 99-0660 issued April 6, 1999 in Docket 990148-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and IDS Long Distance, 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

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*[Signature]*  
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DOCUMENT NUMBER-DATE

15346 DEC 15 99

FPSC-RECORDS/REPORTING

**ATTACHMENT TO TRANSMITTAL LETTER**

The Amendment entered into by and between IDS Long Distance, Inc. and BellSouth Telecommunications, Inc., dated November 2, 1999, to the Interconnection Agreement dated January 27, 1999, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	18
TOTAL	18

**Amendment to the Interconnection Agreement  
By and Between BellSouth Telecommunications, Inc.  
And IDS Long Distance, Inc. Dated January 27, 1999**

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by IDS Long Distance, Inc. ("IDS Long Distance") and BellSouth Telecommunications, Inc. ("BellSouth") on January 27, 1999. This Amendment ("Amendment") is made by and between IDS Long Distance and BellSouth and shall be deemed effective on the date executed by IDS Long Distance and BellSouth.

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, IDS Long Distance and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. Section 2.1 of the General Terms and Conditions of the Agreement is hereby amended to read as follows:

2.1 The term of this Agreement shall be one year, beginning on the effective date of this Agreement, except as set forth in Attachment 15 of this Agreement.

2. The following is hereby inserted into the General Terms and Conditions of the Agreement as a new section, Section 2.4.

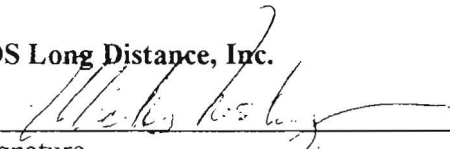
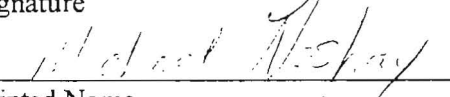
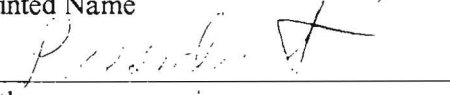

2.4 If an interconnection agreement is not negotiated or renewed, the termination liability set forth in Appendix A of Attachment 15 to this Agreement shall survive.

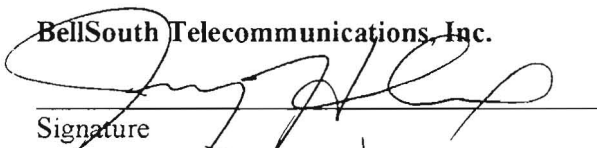
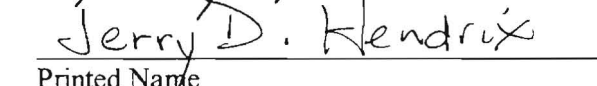
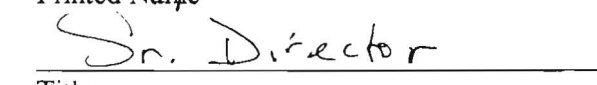
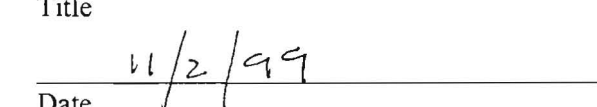
3. Exhibit 1, attached hereto and incorporated herein by reference, is hereby inserted into the Agreement as a new attachment, Attachment 15.

4. All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.

5. Either or both of the Parties is authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies 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.

**IDS Long Distance, Inc.**  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

**BellSouth Telecommunications, Inc.**  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

# Exhibit 1

*Handwritten signature*



## Attachment 15

### Professional Services and Combinations

The Parties hereto agree that the rates, terms and conditions contained in this Attachment 15 involve certain duties and obligations entered into voluntarily by BellSouth and that BellSouth is not obligated by the terms of the Telecommunications Act of 1996 (the "Act"), to perform these duties and obligations. The Parties have entered into these duties and obligations because of the economic benefits accruing to each party as a result of doing so. The Parties further acknowledge that certain of the duties and obligations set out in this Attachment 15 involve professional services rather than telecommunications services. Nonetheless, the Parties further recognize and agree that, BellSouth having voluntarily agreed to perform such duties and obligations, BellSouth will make the rates, terms and conditions contained in this Attachment 15 available to any other local telecommunications carrier that agrees to be bound by rates, terms and conditions identical to those in this Attachment 15.

The Parties further acknowledge and agree that BellSouth's duties and obligations as set out in this Attachment 15 require BellSouth to combine network elements that, but for the Parties' agreement herein, BellSouth would not be required to provide or combine for any telecommunications carrier. Accordingly, the Parties agree that, to the extent this Attachment 15 requires BellSouth to undertake duties and obligations that it is not otherwise required to perform pursuant to any section of the Act nor pursuant to any current or future order of the Federal Communications Commission ("FCC") or of any state public service commission, such duties and obligations are not subject to the jurisdiction of the FCC or of any state public service commission, including but not limited to any authority to arbitrate the rates, terms and conditions for the offering of such combinations of network elements. To the extent that IDS Long Distance, the FCC, or any state commission asserts that any such rates, terms and conditions of this Attachment 15, are subject to the jurisdiction of the FCC or any state public service commission for the purpose of changing said rates, terms and conditions, or are subject to arbitration, except for commercial arbitration pursuant to Section 13 of this Attachment 15, then such rates, terms and conditions shall immediately become null and void and of no effect whatsoever as between the parties affected. Services provided by BellSouth to IDS Long Distance pursuant to this Attachment 15 that BellSouth is not otherwise required to provide shall be converted to and treated as resale for all purposes. If any part of this Attachment 15 becomes null and void because of any action taken by IDS Long Distance, then early termination charges as specified in Appendix A of this Attachment 15 shall apply. If this Attachment 15 becomes null and void because of any action taken by any other person, party, or entity, including but not limited to the FCC or any state commission, then early termination charges as specified in Appendix A of this Attachment 15 shall not apply. If any person, entity or party exercising its rights under Section 252(i) of the Act (the "Adopting Party") or the FCC, any state public service commission, or any other person,

entity or party asserts that any of the rates, terms and conditions of this Attachment 15 assumed by the Adopting Party are subject to the jurisdiction of the FCC or any state public service commission for the purpose of changing said rates, terms and conditions of this Attachment 15 or are subject to arbitration, except for commercial arbitration pursuant to Section 13 of this Attachment 15, then, to the extent that such assertion of jurisdiction purports to apply to rates, terms or conditions herein that BellSouth is not obligated under the law to provide, such rates, terms and conditions of any such contract or agreement based upon this Attachment 15 shall immediately become null and void and of no effect whatsoever as between the parties affected. In the case of a ruling of a state public service commission, this Attachment 15 shall be null and void in that state only, and all affected services provided by BellSouth to IDS Long Distance in that state pursuant to this Attachment 15 shall be converted to and treated as resale for all purposes. If this Attachment 15 assumed by an Adopting Party becomes null and void because of any action taken by the Adopting Party, then early termination charges as specified in Appendix A of this Attachment 15 shall apply. If this Attachment 15 assumed by an Adopting Party become null and void because of any action taken by any other person, party or entity, including but not limited to the FCC or any state commission, then early termination charges as specified in Appendix A of this Attachment 15 shall not apply.

Notwithstanding the foregoing, if during the term of this Attachment 15, should the FCC, any state public service commission, or any arbitrator appointed and acting pursuant to section 252(b) of the Act, require BellSouth to provide to another CLEC that has not agreed to be bound by rates, terms and conditions substantially identical to the rates, terms and conditions contained within this Attachment 15, some or all of the professional services provided for herein including a combination of network elements, at rates, terms or conditions different from those set out in this Attachment 15, then as to IDS Long Distance and BellSouth, this Attachment 15 shall become null and void only in that state or jurisdiction where the ruling is effective and no early termination charges shall be applied to IDS Long Distance. Upon this event, BellSouth and IDS Long Distance shall only be required to continue fulfilling their obligations under this Attachment 15 for a period of 180 days following the ruling becoming final and nonappealable. During the 180-day period, BellSouth and IDS Long Distance shall renegotiate in good faith the terms and conditions of this Attachment 15 consistent with the final and nonappealable ruling for the states affected by said ruling. If the Parties cannot reach a mutually acceptable agreement within such 180-day period, the rates for IDS Long Distance's embedded base shall revert to the appropriate jurisdiction's resale rate for such services. No nonrecurring charge will be assessed for the conversion of the embedded base to resale rates.

The Parties agree that any telecommunications carrier may obtain the totality of the identical rates, terms and conditions of this Attachment 15 pursuant to Section 252(i) of the Act. The Parties further acknowledge that all of the rates, terms and conditions contained in this Attachment 15 are interdependent upon and related to one another and that the Parties would not have agreed to any or all of this Attachment 15 if any of the rates, terms and conditions of this Attachment 15 were or are altered in any way.



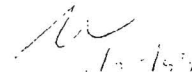
**1. Term**

BellSouth shall provide and IDS Long Distance shall purchase the combinations described in this Attachment for a period of seven (7) years from the effective date of this Attachment. The Parties recognize that this period of 7 years is longer than the term of the Agreement. Accordingly, the Parties agree that, for purposes of this Attachment 15, and for the duration of this Attachment 15, they shall be bound by the terms and conditions, including but not limited to the rates, set out in the Agreement as well as in any subsequent interconnection agreement that may be entered into by the Parties as a result of negotiation, arbitration, adoption of another company's interconnection agreement, or otherwise. The governing terms and conditions for any given time shall be those set out in the interconnection agreement in effect between the Parties at such time. If, at the expiration of the Agreement or any subsequent interconnection agreement, IDS Long Distance does not enter into a replacement interconnection agreement with BellSouth, then this Attachment 15 shall terminate provided however, that the termination liabilities set forth in Appendix A shall survive the termination of this Attachment 15.

If after sixty (60) days of signing the Attachment where both Parties have made a good faith and best effort attempt to implement the Attachment, IDS Long Distance determines there are operational or technical impairments to the implementation, IDS Long Distance will provide BellSouth, in writing, those operational or technical impairments. Within fifteen (15) days of receiving the notification the Parties will develop a process improvement plan to meet the requirements specified by IDS Long Distance. If after sixty (60) days from the development of the process improvement plan BellSouth has not met the requirements specified in the plan, IDS Long Distance may terminate the Attachment without invoking the early termination charges reflected in Appendix A to this Attachment.

**2. Minimum Volume**

IDS Long Distance shall use the combinations provided by BellSouth pursuant to this Attachment and listed in Appendix A hereto, as Appendix A may be amended from time to time, to provide a minimum of ninety (90) percent of its total local business, voice and data services. For purposes of this section, the 90% minimum volume requirement shall be measured by the number of IDS Long Distance switched DS0 lines or their equivalents as listed in section 1 of Appendix A in each Metropolitan Statistical Area ("MSA") located in BellSouth's franchised territory in which IDS Long Distance is operating at any given time (excluding DSL technology and dedicated services). This percentage shall be maintained during the term of this Attachment irrespective of any growth in business experienced by IDS Long Distance. If the FCC or a state commission issues a final and non-appealable ruling that combinations of the network

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elements as set forth in Appendix A of this Attachment 15 should be priced in a manner other than as set out in Appendix A of this Attachment 15, such combinations in that state or jurisdiction where the ruling is effective will not be included in the determination of IDS Long Distance's total local business. Within sixty (60) days of the execution of this Attachment, the Parties agree to establish the procedures for measuring the minimum volume percentages during the audits as described in Section 7 of this Attachment. Resold services provided by BellSouth will not be included as a combination purchased from BellSouth nor included as part of IDS Long Distance's total local business. Other than a DSL or dedicated transport offering, if IDS is interested in pursuing other combinations that those listed in Appendix A, IDS will first send BellSouth a written request and allow BellSouth 30 days to respond to the request. After 30 days if BellSouth has not agreed to provide the combination(s) requested by IDS Long Distance, IDS Long Distance may pursue alternative solutions from entities other than BellSouth, including IDS Long Distance to obtain such combinations. If BellSouth agrees to provide such requested combinations, Appendix A shall be amended to include the new combination and the 90% rule contained in this Section 2 shall apply to the new combinations as well as previously provided combinations.

If market conditions change significantly during the term of this Attachment 15, the Parties agree to discuss whether the pricing in this Attachment 15 is appropriate.

### **3. Failure to Attain or Maintain Minimum Volume**

- 3.1 IDS Long Distance shall attain, within one month from the execution of the Attachment, the Minimum Volume, as set forth in Section 2 of this Attachment 15 for all MSAs in the BellSouth franchised territory in which IDS Long Distance is operating at any given time.
- 3.2 If at any time after one month of the execution of the Attachment, BellSouth has reason to believe that IDS Long Distance is not in compliance with the Minimum Volume requirement outlined in this Attachment, BellSouth may invoke Section 7 of this Attachment, even prior to the first anniversary date of this Attachment.
- 3.2.1 In the event that IDS Long Distance is not in compliance with the Minimum Volume requirement outlined in this Attachment at any time, then BellSouth may send a "Notice of Failure to Maintain Minimum Volume," pursuant to which IDS Long Distance shall have sixty (60) days to demonstrate that it has met the Minimum Volume requirement. If, after sixty (60) days, IDS Long Distance is unable to demonstrate compliance with the Minimum Volume requirement, BellSouth shall have the right to refuse additional orders for Professional

*M. J. [Signature]*

Services, and all new orders shall be treated as resold service and have the resale discount applied pursuant to the IDS Long Distance Resale Agreement.

- 3.2.2 In the event that BellSouth determines that IDS Long Distance is not in compliance with the Minimum Volume requirement outlined in this Attachment and IDS Long Distance contests BellSouth's audit findings, the Parties may exercise Dispute Resolution Procedures pursuant to Section 13 of this Attachment.
- 3.3 If after ninety (90) days from the transmittal of the "Notice of Failure to Maintain Minimum Volume," IDS Long Distance is still unable to demonstrate it has complied with the Minimum Volume requirement, then all existing services combined pursuant to this Attachment 15 shall be converted to and otherwise treated as resold services and shall be priced at the retail rate for such service less the resale discount, as set forth in the CLEC-1 Resale Agreement, on a going-forward basis. This action will invoke the termination penalties as described in Appendix A of this Attachment 13 and this Attachment 13 shall be deemed terminated without further action from either party.

#### **4. Professional Services Performed by BellSouth**

##### 4.1 Services Available

- 4.1.1 Existing Services BellSouth will use its professional, technical and engineering expertise to provide to IDS Long Distance the combinations of unbundled network elements set forth in Appendix A hereto, as that appendix is amended from time to time by the mutual agreement of the Parties. (BellSouth's provision of such combinations is hereinafter referred to as "Professional Services".)
- 4.1.2 Product and Processes Development Within sixty (60) days of the execution of the Attachment, the Parties agree to establish procedures for the development of additional combinations to be combined under this Attachment.

#### **5. Ordering, Provisioning and Billing**

- 5.1 The Professional Services ordered via this Attachment 15 must be ordered electronically through EDI or TAG. Alternative processes for ordering the Professional Services other than via EDI or TAG may be mutually developed and must be agreed to by both Parties.
- 5.2 IDS Long Distance is limited to a maximum of 25 lines per Local Service Request that require Professional Services.
- 5.3 Maintenance, Repair, and Testing



5.3.1 IDS Long Distance shall use the CLEC TAFI or the ECTA interfaces for maintenance, repair, and testing of all combinations provided under this Attachment. Should a specific combination not be supported by one of these interfaces, IDS Long Distance may then contact the appropriate repair center.

5.3.2 BellSouth's provision of maintenance, repair, and testing services for IDS Long Distance shall be at least equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. If IDS Long Distance can demonstrate, in accordance with the dispute resolution procedures laid out in Section 13 of this Attachment, that BellSouth's actions in carrying out maintenance, repair, or testing has directly resulted in an IDS Long Distance end user switching carriers and that BellSouth did not provide quality of service at least equal to that which BellSouth provides to itself in a similar situation, BellSouth shall refund the non-recurring charge and one month's Professional Services fee billed to IDS Long Distance for that end user, provided that IDS Long Distance has paid those charges.

5.4 **Billing**

5.4.1 Professional Services shall be billed in the same format using the same process as IDS Long Distance is currently billed for Unbundled Network Elements as set forth in Attachment 7 to the Agreement.

5.4.2 Payment Responsibility. Payment of the Professional Services will be the responsibility of IDS Long Distance. IDS Long Distance shall make payment to BellSouth for all services as set forth in Attachment 7 to the Agreement.

**6. Rates**

6.1. The recurring and nonrecurring rates for the services provided in this Attachment 15 shall be as set forth in Appendix B as this Attachment 15 is amended from time to time by the mutual agreement of the Parties.

6.2 IDS Long Distance will pay for each combination BellSouth combines pursuant to this Attachment a Professional Services Coordination Fee ("PSCF"). The PSCF for each category of combinations are as set forth in Appendix A of this Attachment 15.

**7. Audits**

7.1 The following audit procedures shall apply.

- 7.1.1 Subject to IDS Long Distance's reasonable security requirements and except as may be otherwise specifically provided in the Agreement, BellSouth has the right to audit IDS Long Distance's books, records and other documents every six (6) months, with the first audit to take place on or anytime after, the first anniversary date of the Attachment for the purpose of determining whether IDS Long Distance has satisfied its Minimum Volume obligations. BellSouth may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to BellSouth.
- 7.1.2 IDS Long Distance shall cooperate fully in any such audit, providing reasonable access to any and all appropriate IDS Long Distance employees and books, records and other documents reasonably necessary to determine whether the minimum volume obligation has been met.
- 7.1.3 BellSouth may audit IDS Long Distance's books, records and documents more frequently than once every six months during any Contract Year at its discretion if the previous audit found a variance of four percentage points or more below the Minimum Volume.
- 7.1.4 Audits shall be at BellSouth's expense, subject to reimbursement by IDS Long Distance in the event that an audit finds a variance, on an annualized basis, of four percentage points or more below the Minimum Volume.

## **8. Termination for Cause**

- 8.1 In the event of breach of any material provision of this Attachment 15 by either Party, other than as set for in Section 3 above, the non-breaching party shall give the other Party written notice thereof via certified or overnight mail with return receipt, and:
- 8.1.1 If such material breach is for non-payment of amounts due hereunder, the breaching party shall cure such breach within thirty (30) days of receiving such notice, and if the breaching party does not, the non-breaching party may, at its sole option, terminate this Attachment 15, or any parts hereof. The non-breaching party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision.
- 8.1.2 If such material breach is for any failure to perform in accordance with this Attachment, which adversely affects the non-breaching party's subscribers, the non-breaching party shall give notice of the breach and the breaching party shall cure such breach within thirty (30) business days, and if the breaching party does not, the non-breaching party may, at its sole option, terminate this

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Attachment 15, or any parts hereof. The non-breaching party shall be entitled to pursue all available legal and equitable remedies for such breach.

- 8.1.3 If such material breach is for any other failure to perform in accordance with this Attachment 15, the breaching party shall cure such breach to the non-breaching party's reasonable satisfaction within forty-five (45) days, and if it does not, the non-breaching party may, at its sole option terminate this Attachment 15, or any parts hereof. The non-breaching party shall be entitled to pursue all available legal and equitable remedies for such breach. The non-breaching party shall be entitled to pursue all available legal and equitable remedies for such breach.
- 8.1.4 If BellSouth is the breaching party and the breach results in the termination of this Attachment, early termination charges, as described in Appendix A, Section 2, shall not apply, and all services provided by BellSouth to IDS Long Distance pursuant to this Attachment 15 shall be converted to and treated as resale for all purposes.

## 9. **Purchase or Acquisition**

- 9.1 Should IDS Long Distance purchase a telecommunications company ("Telco") with existing facilities and if either IDS Long Distance or Telco uses these facilities to provide services equivalent to those described in Section 1 of Appendix A, and the combined amount of facilities of IDS Long Distance and Telco would put IDS Long Distance in non-compliance with the minimum volume requirement of this Attachment 15, BellSouth and IDS Long Distance will amend this Attachment to include in Section 14, Exempting Switches, the Telco switches that have been in operation for six months prior to the completion of the merger or acquisition that serve end users in BellSouth's franchised territory, and will abide by all terms and conditions in that section. IDS Long Distance shall use the original Telco facilities for growth and churn only, and shall not transfer to Telco's facilities any services originally provided by BellSouth to IDS Long Distance under this Agreement.
- 9.2 Should IDS Long Distance ever sell more than fifty percent (50%) of its common equity to another telecommunications company ("Telco"), IDS Long Distance agrees that the following term shall apply to the assumption of this Attachment 15, and that if Telco does not agree to such terms, this Attachment 15, shall become null and void and of no further effect, and that the termination liability set forth in Appendix A of this Attachment shall apply.
- 9.2.1 Telco will amend this attachment to include in Section 14, Exempting Switches, Telco's switches that have been in operation for six months prior to the completion of the merger or acquisition that serve end users in BellSouth's franchised territory, and will abide by all terms and conditions in that section. Telco will use the original Telco facilities existing at the time of the acquisition for growth and churn only and shall not transfer to Telco's facilities any services



originally provided by BellSouth to IDS Long Distance under this Attachment.

**10. Assignment and Subcontract**

10.1 Any assignment by either party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other party shall be void. A party may not assign this Attachment 15 or any right, obligation, duty or other interest hereunder to an Affiliate company of the party without the consent of the other party. All obligations and duties of any party under this Attachment 15 shall be binding on all successors in interest and assigns of such party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Attachment 15 in the event that the assignee fails to perform such obligations.

10.2 If any party's obligation under this Attachment 15 is performed by a subcontractor or affiliate, the Party subcontracting the obligation nevertheless shall remain fully responsible for the performance of this Attachment 15 in accordance with its terms, and shall be solely responsible for payments due its subcontractors or affiliates. No subcontractor or affiliate shall be deemed a third party beneficiary for any purposes under this Attachment 15.

**11. Relationship of Parties**

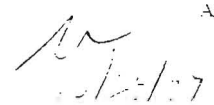
Each party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Attachment 15 and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations.

**12. No Third Party Beneficiaries**

The provisions of this Attachment 15 are for the benefit of the Parties hereto and not for any other person. This Attachment 15 shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

**13. Dispute Resolution Procedures**

Any dispute arising out of or related to this Attachment 15 that cannot be resolved by negotiation shall be settled by binding arbitration in accordance with the J.A.M.S./ENDISPUTE Arbitration Rules and Procedures ("Endispute Rules"), as amended by this Attachment. The cost of arbitration, including the fees and expenses of the Arbitrator, shall be shared equally by the Parties unless the arbitration award provides otherwise. Each party shall bear the

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costs of preparing and presenting its case. The Parties agree that this provision and the Arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9. U.S.C. 1-16 et seq. ("USAA"), the provisions of this Attachment and the ABA-AAA Code of ethics for Arbitrators in Commercial Disputes. The Parties agree that the Arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Attachment, and in no event shall the Arbitrator have the authority to make any award that provides for punitive or exemplary damages. The Arbitrator's decision shall follow the plain meaning of the relevant documents and shall be final and binding. The award may be confirmed and enforced by any court of competent jurisdiction. All post-award proceedings shall be governed by the USAA. The Parties will continue to operate according to the terms of this Attachment while the Parties engage in the dispute resolution process; BellSouth will continue to receive orders until resolution is achieved pursuant to this Section.

**14. Exempting Switches**

IDS Long Distance has X-number of facilities in the following locations:

A. Location	B. Total single line equivalents currently in service	C. Maximum Facilities Allowed	D. Allowed growth at this location

As of the effective date of this Attachment, IDS Long Distance provides services utilizing facilities equivalent to those described in Appendix A, on these switches listed in the above table. The use of IDS Long Distance's switches shall have the effect of causing IDS Long Distance to fail to meet the minimum volume requirement of this Attachment. IDS Long Distance may continue to place services utilizing facilities equivalent to those described in Appendix 1 on their existing switches until it has reached the maximum number of facilities to be utilized as set forth in the above table ("Maximum Facilities Allowed"). For the purpose of this Attachment, Maximum Facilities Allowed means the then current switch capacity to provide the services described in Appendix A without subsequent expansion of the facilities as they exist at the time of execution of

this Attachment. All services above the Maximum Facilities Allowed shall be provided utilizing the unbundled network elements and professional services contained within this Attachment until the Minimum Volume obligation is attained. Thereafter, IDS Long Distance shall maintain the Minimum Volume requirements contained within this Attachment.

**15. Effect of FCC 319 Remand**

Both IDS Long Distance and BellSouth believe that the FCC order regarding Unbundled Network Elements and the recombination thereof will be issued within the next few weeks. Either party within ten (10) days after the issue of the order has the right to void this Attachment 15 and make it of no further effect without penalty to either party.

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**ATTACHMENT 15****APPENDIX A****Loop / Port Arrangement**

1. Unbundled Network Elements that may be combined using the Professional Services Coordination Fee ("PSCF"):

Combination (bundling) of Unbundled 2-wire Analog Voice-Grade Loop (SL1), Unbundled 2-wire Analog Port (both the monthly and usage-sensitive elements).

2. **Early Termination Charges**

The charge for early termination of this Attachment will be a per line charge on the average number of lines installed for the previous twelve (12) months prior to the termination charge taking effect. A \$90.00 (\$7.50 per line per month) per line charge will be assessed if the Attachment is terminated prior to the 3<sup>rd</sup> anniversary date of the Attachment. A \$60.00 (\$5.00 per line per month) per line charge will be assessed if the Attachment is terminated on or after the 3<sup>rd</sup> anniversary date and prior to the 5<sup>th</sup> anniversary date. A \$30.00 (\$2.50 per line per month) per line charge will be assessed if the Attachment is terminated on or after the 5<sup>th</sup> anniversary date.

3. **Ordering**

All services ordered associated with Attachment 15 of this Agreement must be ordered electronically. No manual orders will be accepted.

4. **Nonrecurring Charges**

Based on the Parties' assumption that 95% of the combinations covered by this Attachment will be for existing lines involving services already in place, and only 5% will involve new installations, the Parties agree that the nonrecurring charge for each combination provided by BellSouth to IDS Long Distance pursuant to this Attachment will be \$41.50. In no event, shall such nonrecurring charge be reduced below \$41.50. BellSouth may conduct an audit on an annual basis to determine the actual percentage of new installations covered by this Attachment 15. The Parties agree that if such audit shows the actual percentage of new installations of orders placed under this Attachment 15 during the previous 12 months or since the last audit, whichever period is shorter, is greater than 5%, IDS Long Distance will pay a one-time settlement for every order placed under this Attachment 15 during the audited period. The

*M. D. 10/28/99*

settlement amount to be paid pursuant to the terms of this paragraph shall be \$10 for each 10% increase in new installations over and above the original projected 5%. For example, if 100 orders had been placed during the period in question and the audit showed 18% of those orders involved new installations, IDS Long Distance would pay \$10 for every order placed during the period in question, or \$1,000. If the audit showed 28% of those orders involved new installations, IDS Long Distance would pay \$20 for every order placed during the period in question, or \$2,000.

## 5. Rates

The recurring rates for the PSCF are as follows:

State	PSCF Zone 1	PSCF Zone 2A	PSCF Zone 2B	PSCF Zone 3
Alabama	\$5.30	\$9.30	\$15.30	\$20.30
Florida	\$5.30	\$9.30	\$15.30	\$20.30
Georgia	\$5.30	\$9.30	\$15.30	\$20.30
Kentucky	\$5.30	\$9.30	\$15.30	\$20.30
Louisiana	\$5.30	\$9.30	\$15.30	\$20.30
Mississippi	\$5.30	\$9.30	\$15.30	\$20.30
North Carolina	\$5.30	\$9.30	\$15.30	\$20.30
South Carolina	\$5.30	\$9.30	\$15.30	\$20.30
Tennessee	\$5.30	\$9.30	\$15.30	\$20.30
<b>USOCs:</b>				
<b>Residential VG</b>	<b>UEG2R</b>	<b>UEG2W</b>	<b>UEG2G</b>	<b>UEG2L</b>
<b>Business VG</b>	<b>UEG2D</b>	<b>UEG2X</b>	<b>UEG2H</b>	<b>UEG2M</b>
<b>PBX 2-Way Trunk</b>	<b>UEG2A</b>	<b>UEG2Y</b>	<b>UEG2J</b>	<b>UEG2N</b>
<b>PBX 1-Way Outward Trunk</b>	<b>UEG2B</b>	<b>UEG2Z</b>	<b>UEG2K</b>	<b>UEG2P</b>

Zone 1 and Zone 3 are as defined in the FCC NECA 4 Tariff.

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The following localities constitute Zone 2A and Zone 2B:

<b>Zone 2A</b>	<b>Zone 2B</b>
Alpharetta, GA	Gainesville, FL
Hollywood, FL	Augusta, GA
Baton Rouge, LA	Shreveport, LA
Charleston, SC	Huntsville, AL
Winston-Salem, NC	Wilmington, NC
Greenville, SC	Columbus, GA
Knoxville, TN	Macon, GA
Chattanooga, TN	Asheville, NC
Pompano Beach, FL	Lafayette, LA
Mobile, AL	Spartanburg, SC
Savannah, GA	Albany, GA
Pensacola, FL	Florence, SC
Marietta, GA	
Daytona, FL	

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## Attachment 15

### Appendix B

The following recurring and nonrecurring rates for the individual unbundled network elements apply only for these elements when they are combined pursuant to this Attachment 15 and thus when there is a concurrent payment of a PSCF. These rates are available only on a BellSouth region-wide basis and cannot be selected on a state-by-state basis.

<b>2-Wire Analog Line Port Regional Rates (Res., Bus.) including all available features, per month (1), (2)</b>	\$6.85
USOC: Residential VG	UEPRL
USOC: Business VG	UEPBL
USOC: PBX 2-Way Trunk	UEPPC
USOC: PBX 1-Way Outward Trunk	UEPPO
NRC – Disconnect Chg - 1 <sup>st</sup>	\$18.41
NRC – Disconnect Chg – Add'l	\$18.41
<b>Regional Unbundled 2-Wire Cross Connect, per month</b>	\$0.30
USOC	PE1P2
<b>Regional Unbundled Usage Rates (1), (2)</b>	
Unbundled Local Switching, per mou	\$0.0021025
End Office Trunk Port, per mou	\$0.0002287
Unbundled Interoffice Transport (Shared), per mile/per mou	\$0.0000101
Unbundled Interoffice Transport (Shared), Facilities Termination, per mou	\$0.0004593
Unbundled Tandem Switching, per mou	\$0.0007849
Unbundled Tandem Trunk Port, per mou	\$0.0003331
<b>2-Wire Analog VG Loop-SL1, per month</b>	
USOC	UEPLX
Alabama	\$19.04
Florida	\$17.00
Georgia	\$16.51
Kentucky	\$20.00
Louisiana	\$19.35
Mississippi	\$21.26
North Carolina	\$16.71
South Carolina	\$22.49
Tennessee	\$18.00

**NOTES:**

- (1) The 2-Wire Analog Regional Port Rate is only available if ordered on the same LSR as an SL1 Loop and the Professional Services fee. Port and Loop elements must be used together and disconnected at the same time.
- (2) The combined NRC costs for a 2-Wire Analog Regional Port, SL1 Loop and Professional Services fee will total \$41.50.

*W. J. / 12/99*