

BELLSOUTH

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July 16, 2002

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

020740-TP

Re: Approval of Two Amendments to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and NOW Communications, 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 NOW Communications, Inc. are submitting to the Florida Public Service Commission two amendments 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 NOW Communications, Inc.. The initial agreement between the companies was filed in Docket 010804-TP, on June 4, 2001, and was deemed effective by Operation of Law on September 2, 2001

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting this amendment to the negotiated agreement between BellSouth and NOW Communications, 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 agree that neither of these reasons exists as to the agreement they have negotiated and therefore, as such this amendment should be deemed effective by operation of law on October 15, 2002

Very truly yours,


Regulatory Vice President (RA)

DOCUMENT NUMBER-DATE

07408 JUL 16 02

FPSC-COMMISSION CLERK

**Amendment to the Interconnection Agreement
By and Between
BellSouth Telecommunications, Inc.
And
NOW Communications, Inc.
Dated April 16, 2001**

Pursuant to this Agreement, (the "Amendment"), NOW Communications, Inc. ("NOW"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 16, 2001 ("Agreement"). The Amendment shall be deemed effective as of ten business days following the last signature of both parties.

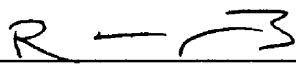
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties hereby mutually agree to amend the Agreement to include Attachment 1, Resale, which is attached hereto and incorporated by this reference.
2. All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.
3. Either or both of the Parties are 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.

NOW Communications, Inc.

BellSouth Telecommunications, Inc.



Signature

R. Scott Seab

Name

VP - Regulatory Affairs

Title



Date



Signature

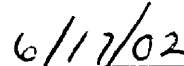
Gregory R. Follensbee

~~E. W. Boltz~~

Name

Senior
Managing Director

Title



Date

Attachment 1

Resale

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RESALE

1. Discount Rates

- 1.1 The discount rates applied to NOW purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit C. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.
- 1.2 The telecommunications services available for purchase by NOW for the purposes of resale to NOW Communications, Inc.'s End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit C to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. Definition of Terms

- 2.1 **COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC)** means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.
- 2.2 **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.
- 2.3 **DEPOSIT** means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 **END USER** means the ultimate user of the Telecommunications Service.
- 2.5 **END USER CUSTOMER LOCATION** means the physical location of the premises where an End User makes use of the telecommunications services.
- 2.6 **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.
- 2.7 **RESALE** means an activity wherein a certificated CLEC, such as NOW Communications, Inc., subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. General Provisions

- 3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to NOW for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customers who are not telecommunications carriers.
- 3.1.1 When NOW 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.
- 3.1.2 In Tennessee, if NOW does not resell Lifeline services to any end users, and if NOW agrees to order an appropriate Operator Services/Directory Services block as set forth in BellSouth's General Subscriber Services Tariff, the discount shall be 21.56%.
- 3.1.2.1 In the event NOW resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon NOW and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate Operating Customer Number (OCN) is established for billing of Lifeline service end users, the discount shall be applied as set forth in 3.1.2 preceding for the non-Lifeline affected Master Account (Q-account).
- 3.1.2.2 NOW Communications, Inc. must provide written notification to BellSouth within 30 days prior to providing its own operator services/directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.
- 3.2 NOW 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 NOW must resell services to other End Users.
- 3.2.2 NOW cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.
- 3.3 NOW will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from NOW for said services.
- 3.4 NOW 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. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.

- 3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of NOW Communications, Inc.. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of NOW Communications, Inc.. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.5.1 When a subscriber of NOW or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the subscriber's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in the BellSouth Product and Services Interval Guide.
- 3.5.2 BellSouth and NOW will refrain from contacting subscribers who have placed or whose selected carrier has placed on their behalf an order to change his/her service provider from BellSouth or NOW to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a 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 and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 Where BellSouth provides local switching or resold services to NOW Communications, Inc., BellSouth will provide NOW with on line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. NOW acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. NOW 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, NOW shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 3.8 BellSouth will allow NOW to designate up to 100 intermediate telephone numbers per CLLIC, for NOW Communications, Inc.'s sole use. Assignment, reservation

and use of telephone numbers shall be governed by applicable FCC rules and regulations. NOW acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to NOW Communications, Inc.'s End Users, pursuant to Section 6 of the General Terms and Conditions.
- 3.13 If NOW or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, NOW has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.14 Facilities and/or equipment utilized by BellSouth to provide service to NOW remain the property of BellSouth.
- 3.15 White page directory listings for NOW End Users will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.16 Service Ordering and Operational Support Systems (OSS)
 - 3.16.1 NOW must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. BellSouth has developed and made available interactive interfaces by which NOW may submit LSRs electronically as set forth in Attachment 6 of this Agreement. Service orders will be in a standard format designated by BellSouth.
 - 3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit C to this Agreement. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit C to this

Agreement. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

- 3.16.3 Denial/Restoral OSS Charge. In the event NOW provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.
- 3.16.4 Cancellation OSS Charge. NOW will incur an OSS charge for an accepted LSR that is later canceled.
- 3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
 - Call Forward Busy Line ("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.
- 3.18 BellSouth shall provide branding for, or shall unbrand, voice mail services for NOW per the Bona Fide Request/New Business Request process as set forth in Attachment 11 of the General Terms and Conditions.
- 3.19 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.20 In the event NOW acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to NOW that Special Assembly at the wholesale discount at NOW's option. NOW shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.21 BellSouth shall provide 911/E911 for NOW customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate NOW customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the NOW customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.22 BellSouth shall bill, and NOW shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.

3.23 Pursuant to 47 CFR Section 51.617, BellSouth will bill to NOW Communications, Inc., and NOW shall pay, End User common line charges identical to the End User common line charges BellSouth bills its End Users.

4. BellSouth's Provision of Services to NOW Communications, Inc.

4.1 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 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 Payphone Service Provider (PSP) 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.

4.1.3 BellSouth reserves the right to periodically audit services purchased by NOW to establish authenticity of use. Such audit shall not occur more than once in a calendar year. NOW 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. Any information provided by NOW for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

4.2 Subject to Exhibit A hereto, 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 resold services.

4.3 NOW may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

4.4 If NOW cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.

5. Maintenance of Services

5.1 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

- 5.2 NOW or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.
- 5.3 NOW accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 NOW will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, NOW shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth will bill NOW for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.7 BellSouth reserves the right to contact NOW's End Users, if deemed necessary, for maintenance purposes.
- 6. Establishment of Service**
- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, NOW will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for NOW's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- 6.2 NOW shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that NOW will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for NOW's End User customer. NOW must, however, be able to demonstrate End User authorization upon request.
- 6.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from NOW to BellSouth or will accept a request from another CLEC for conversion of the End User's service from NOW to such other CLEC. Upon completion of the conversion BellSouth will notify NOW that such conversion has been completed.
- 7. Discontinuance of Service**
- 7.1 The procedures for discontinuing service to an End User are as follows:

- 7.1.1 BellSouth will deny service to NOW's End User on behalf of, and at the request of, NOW Communications, Inc.. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of NOW Communications, Inc.
- 7.1.2 At the request of NOW Communications, Inc., BellSouth will disconnect a NOW End User customer.
- 7.1.3 All requests by NOW for denial or disconnection of an End User for nonpayment must be in writing.
- 7.1.4 NOW will be made solely responsible for notifying the End User of the proposed disconnection of the service.
- 7.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise NOW when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by NOW and/or the End User against any claim, loss or damage arising from providing this information to NOW Communications, Inc.. It is the responsibility of NOW to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

8.0 Operator Services (Operator Call Processing and Directory Assistance)

- 8.1 Operator Services provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls). (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and Operator-assisted Directory Assistance.
- 8.2 Upon request for BellSouth Operator Call Processing, BellSouth shall:
 - 8.2.1 Process 0+ and 0- dialed local calls
 - 8.2.2 Process 0+ and 0- intraLATA toll calls.
 - 8.2.3 Process calls that are billed to NOW end user's calling card that can be validated by BellSouth.
 - 8.2.4 Process person-to-person calls.
 - 8.2.5 Process collect calls.
 - 8.2.6 Provide the capability for callers to bill a third party and shall also process such calls.

- 8.2.7 Process station-to-station calls.
- 8.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.
- 8.2.9 Process emergency call trace originated by Public Safety Answering Points.
- 8.2.10 Process operator-assisted directory assistance calls.
- 8.2.11 Adhere to equal access requirements, providing NOW local end users the same IXC access that BellSouth provides its own operator service.
- 8.2.12 Exercise at least the same level of fraud control in providing Operator Service to NOW that BellSouth provides for its own operator service.
- 8.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
- 8.2.14 Direct customer account and other similar inquiries to the customer service center designated by NOW Communications, Inc..
- 8.2.15 Provide call records to NOW in accordance with ODUF standards.
- 8.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 8.3 Directory Assistance Service
 - 8.3.1 Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
 - 8.3.2 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by NOW's end user. BellSouth shall provide caller-optional directory assistance call completion service at rates contained in Exhibit C to one of the provided listings.
 - 8.3.3 Directory Assistance Service Updates
 - 8.3.3.1 BellSouth shall update end user listings changes daily. These changes include:
 - 8.3.3.1.1 New end user connections
 - 8.3.3.1.2 End user disconnections
 - 8.3.3.1.3 End user address changes

- 8.3.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 8.4 Branding for Operator Call Processing and Directory Assistance
- 8.4.1 BellSouth's branding feature provides a definable announcement to NOW end users using Directory Assistance (DA)/ Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows NOW's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in Exhibit C.
- 8.4.2 BellSouth offers three branding offering option to NOW when ordering BellSouth's Directory Assistance and Operator Call Processing: BellSouth Branding, Unbranding and Custom Branding.
- 8.4.3 Upon receipt of the branding order from NOW Communications, Inc., the order is considered firm after ten (10) business days. Should NOW decide to cancel the order, written notification to NOW's BellSouth Account Executive is required. If NOW decides to cancel after ten (10) business days from receipt of the branding order, NOW shall pay all charges per the order.
- 8.4.4 Selective Call Routing using Line Class Codes (SCR-LCC)
- 8.4.4.1 Where NOW resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route NOW's end user calls to that provider through Selective Call Routing.
- 8.4.4.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for NOW to have its OCP/DA calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.
- 8.4.4.3 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service and certain PBX services.
- 8.4.4.4 Where available, NOW specific and unique line class codes are programmed in each BellSouth end office switch were NOW intends to service end users with customized OCP/DA branding. The line class codes specifically identify NOW's end users so OCP/DA calls can be routed over the appropriate trunk group to the request OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and NOW intends

to provide NOW Communications, Inc.-branded OCP/DA to its end users in these multiple rate areas.

- 8.4.4.5 SCR-LCC supporting Custom Branding and Self Branding require NOW to order dedicated transport and trunking from each BellSouth end office identified by NOW Communications, Inc., either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the NOW Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for transport and trunks are as set forth in applicable BellSouth Tariffs.
- 8.4.4.6 The rates for SCR-LCC are as set forth in Exhibit C of this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office.
- 8.4.4.7 Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by NOW to the BellSouth Tops. The calls are routed to "No Announcement."
- 8.4.5 Branding via Originating Line Number Screening (OLNS)
 - 8.4.5.1 BellSouth Branding, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, NOW shall not be required to purchase direct trunking.
 - 8.4.5.2 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, NOW must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, NOW must submit a manual order form which requires, among other things, NOW's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. NOW shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon NOW's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all NOW end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.
 - 8.4.5.3 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in Exhibit C of this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill NOW applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom

Branding via OLNS software, NOW shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in Exhibit C of this Attachment.

- 8.4.5.4 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicles (NAV) equipment for which NOW requires service.
- 8.4.5.5 Directory Assistance customized branding uses:
 - 8.4.5.5.1 the recording of NOW Communications, Inc.
 - 8.4.5.5.2 the loading on the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.
- 8.4.5.6 Operator Call Processing customized branding uses:
 - 8.4.5.6.1 the recording of NOW Communications, Inc.
 - 8.4.5.6.2 the loading on the DRAM in the TOPS Switch (North Carolina)
 - 8.4.5.6.3 the loading on the Network Applications Vehicle (NAV). All NAV shelves within the region where the customer is offering service must be loaded.

9. Line Information Database (LIDB)

- 9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.
- 9.2 BellSouth will provide LIDB Storage upon written request to NOW's Account Manager stating a requested activation date.

10. RAO Hosting

- 10.1 RAO Hosting is not required for resale in the BellSouth region.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 5)

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
3 Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7 MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Non-RecurCharges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11 End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13 Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	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 as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.																	
5.	Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.																	

LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I. Definitions (from Addendum)

- A. Billing number - a number used by BellSouth 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 BellSouth 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 BellSouth 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 BellSouth.
- E. PIN number - a four-digit security code assigned by BellSouth that 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 NOW Communications, Inc.
- 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 BellSouth and toll billing exception indicator provided to BellSouth by NOW Communications, Inc..

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of NOW and pursuant to which BellSouth, its LIDB customers and NOW shall have access to such information. In addition, this Agreement sets forth the terms and conditions for NOW's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. NOW understands that BellSouth 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 NOW Communications, Inc., pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection/Resale Agreement upon notice to NOW's account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether NOW has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.

3. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify NOW of fraud alerts so that NOW may take action it deems appropriate.

III. Responsibilities of the Parties

A. BellSouth will administer all data stored in the LIDB, including the data provided by NOW pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to NOW for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine

whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate NOW's data from BellSouth's data, the following shall apply:

- (1) NOW will accept responsibility for telecommunications services billed by BellSouth for its B&C Customers for NOW's End User accounts which are resident in LIDB pursuant to this Agreement. NOW authorizes BellSouth to place such charges on NOW's bill from BellSouth and shall pay all such charges, including, but are not limited to, collect and third number calls.
- (2) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.
- (3) NOW shall have the responsibility to render a billing statement to its End Users for these charges, but NOW shall pay BellSouth for the charges billed regardless of whether NOW collects from NOW's End Users.
- (4) BellSouth shall have no obligation to become involved in any disputes between NOW and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to NOW Communications, Inc.. It shall be the responsibility of NOW and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP ARRANGEMENTS

1. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. NOW 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.
2. Under normal operating conditions, BellSouth 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 BellSouth 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 BellSouth's reasonable control. BellSouth 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, BellSouth will issue line-based calling cards only in the name of NOW Communications, Inc. BellSouth will not issue line-based calling cards in the name of NOW's individual End Users. In the event that NOW wants to include calling card numbers assigned by NOW in the BellSouth LIDB, a separate agreement is required.

IV. Fees for Service and Taxes

- A. NOW will not be charged a fee for storage services provided by BellSouth to NOW Communications, Inc., as described in this LIDB Resale Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth 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 NOW in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

RESALE DISCOUNTS AND RATES

	ALABAMA	FLORIDA	GEORGIA	KENTUCKY	LOUISIANA	MISSISSIPPI	NORTH CAROLINA	SOUTH CAROLINA	TENNESSEE
RESIDENCE	16.3%	21.83%	20.3%	16.79%	20.72%	15.75%	21.5%	14.8%	16%
BUSINESS	16.3%	16.81%	17.3%	15.54%	20.72%	15.75%	17.6%	14.8%	16%
CSAs*					9.05%			8.98%	
* Unless noted in this row, the discount for Business will be the applicable discount rate for CSAs.									
ELEMENT									
Electronic LSR	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
Manual LSR	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99

**Amendment to the Interconnection Agreement
By and Between
BellSouth Telecommunications, Inc.
And
NOW Communications, Inc.
Dated April 16, 2001**

Pursuant to this Agreement, (the "Amendment"), NOW Communications, Inc. ("NOW"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 16, 2001 ("Agreement").

WHEREAS, BellSouth and NOW Communications, Inc. entered into the Agreement on April 16, 2001, and;

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, the Parties hereby covenant and agree as follows:

1. Attachment 2 of the Agreement is hereby amended to include a new Sections 4.1.3.9, 4.1.3.10, 4.1.3.11 and 4.1.3.12 as follows:
 - 4.1.3.9 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.
 - 4.1.3.10 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to NOW's end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.
 - 4.1.3.11 Provided that NOW purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by a NOW local end user, or originated by a BellSouth local end user and terminated to a NOW local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge NOW the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and NOW shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.
 - 4.1.3.12 Where NOW purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an NOW end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge NOW the

UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and NOW shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.


For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill NOW the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.

2. All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.
3. Either or both of the Parties are 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.

NOW Communications, Inc.

BellSouth Telecommunications, Inc.

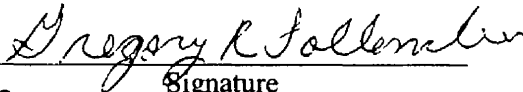


Signature
Steven G. Sulak

Name
Director of ILEC Relations

Title
6/14/2002

Date



Signature
Gregory R. Follensbee
C. W. Boltz

Name
Senior
Managing Director

Title
6/17/02

Date