

ORIGINAL

BELLSOUTH

CA 1236-TP

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Marshall M. Criser III
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October 20, 2004

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

RECEIVED-FPSC
OCT 20 PM 4:27
COMMISSION
CLERK

Re: Approval of the Resale Agreement by and between BellSouth Telecommunications, Inc. ("BellSouth") and Talk For Less, Inc.

Dear Mrs. Bayo:

Please find enclosed for filing and approval the original and two copies of BellSouth Telecommunications, Inc.'s Resale Agreement with Talk For Less, Inc.

If you have any questions please do not hesitate to call Robyn Holland at (850) 222-9380.

Very truly yours,

MM Criser III RW
Regulatory Vice President

RECEIVED & FILED

Sh
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

11352 OCT 20 04

FPSC-COMMISSION CLERK

BELLSOUTH® / CLEC Agreement

Customer Name: Talk For Less, Inc.

Talk For Less, Inc. - Initial	2
Table of Contents	3
General Terms and Conditions	5
Signature Page	23
Attachment 1 - Resale	24
Att 1 - Resale Discounts and Rates	48
Att 2 - Ordering	50
Att 3 -Billing	58
Att 4 - Performance Measurements	66
Att 5 Disaster Recovery Plan	68
Att 6 - BFR and NBR Process	77

Resale Agreement

Between

BellSouth Telecommunications, Inc.

And

Talk For Less, Inc.

TABLE OF CONTENTS

General Terms and Conditions

- Definitions
- 1. CLEC Certification
- 2. Term of the Agreement
- 3. Nondiscriminatory Access
- 4. Court Ordered Requests for Call Detail Records and Other Subscriber Information
- 5. Liability and Indemnification
- 6. Intellectual Property Rights and Indemnification
- 7. Proprietary and Confidential Information
- 8. Resolution of Disputes
- 9. Taxes
- 10. Force Majeure
- 11. Adoption of Agreements
- 12. Modification of Agreement
- 13. Non-waiver of Legal Rights
- 14. Indivisibility
- 15. Severability
- 16. Non-Waivers
- 17. Governing Law
- 18. Assignments
- 19. Notices
- 20. Rule of Construction
- 21. Headings of No Force or Effect
- 22. Multiple Counterparts
- 23. Filing of Agreement
- 24. Compliance with Law
- 25. Necessary Approvals
- 26. Good Faith Performance
- 27. Rates
- 28. Rate True-Up
- 29. Survival
- 30. Entire Agreement

TABLE OF CONTENTS (cont'd)

Attachment 1 - Resale

Attachment 2 – Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

Attachment 3 - Billing

Attachment 4 – Performance Measurements

Attachment 4 - TN Performance Measurements

Attachment 5 – BellSouth Disaster Recovery Plan

Attachment 6 – Bona Fide Request and New Business Request Process

AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Talk For Less, Inc. (Talk For Less), a Florida corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Talk For Less or both as a “Party” or “Parties.”

W I T N E S S E T H

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, Talk For Less is or seeks to become a CLEC authorized to provide telecommunications services in the states of Florida, and Georgia; and

WHEREAS, pursuant to Sections 251 and 252 of the Act; Talk For Less wishes to purchase certain services from BellSouth; and

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Talk For Less agree as follows:

Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent.

Commission is defined as the appropriate regulatory agency in each state of BellSouth’s nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 (Act) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

1 CLEC Certification

- 1.1 Talk For Less agrees to provide BellSouth in writing Talk For Less's CLEC certification for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval.
- 1.2 To the extent Talk For Less is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, Talk For Less may not purchase services hereunder in that state. Talk For Less will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement and upon receipt thereof, Talk For Less may thereafter purchase services pursuant to this Agreement in that state. BellSouth will file this Agreement with the appropriate Commission for approval.
- 1.3 Should Talk For Less's certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, terminate this Agreement immediately and all monies owed on all outstanding invoices shall become due, and BellSouth may refuse to provide services hereunder in that state until certification is reinstated in that state. Talk For Less shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

2 Term of the Agreement

- 2.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 2.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, BellSouth shall continue to offer services to Talk For Less pursuant to the terms, conditions and rates set forth in BellSouth's then current standard resale agreement. In the event that BellSouth's standard resale agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 2.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement.
- 2.5 In addition to as otherwise set forth in this Agreement, BellSouth reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate service in the event of prohibited, unlawful or improper use of BellSouth's facilities or service, abuse of BellSouth's facilities or any other material breach of this Agreement, and all monies owed on all outstanding invoices shall become due.
- 2.6 If, at any time during the term of this Agreement, BellSouth is unable to contact Talk For Less pursuant to the Notices provision hereof or any other contact information provided by Talk For Less under this Agreement, and there are no active services being provisioned under this Agreement, then BellSouth may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to Talk For Less pursuant to the Notices section hereof.

3 Parity

When <customer_short_name> purchases, Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, such services shall be 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.

4 Court Ordered Requests for Call Detail Records and Other Subscriber Information

4.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services for Talk For Less, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Talk For Less End Users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for Talk For Less End Users for the same length of time it maintains such information for its own End Users.

4.2 Subpoenas Directed to Talk For Less. Where BellSouth is providing to Talk For Less Telecommunications Services for resale, then Talk For Less agrees that in those cases where Talk For Less receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Talk For Less End Users, and where Talk For Less does not have the requested information, Talk For Less will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 6.1 above.

4.3 In all other instances, where either Party receives a request for information involving the other Party's End User, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

5 **Liability and Indemnification**

5.1 Talk For Less Liability. In the event that Talk For Less consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using Talk For Less's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of Talk For Less under this Agreement.

5.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to Talk For Less for any act or omission of another Telecommunications company providing any services to Talk For Less.

5.3 Limitation of Liability. Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the services or functions not performed or improperly performed. Any amounts paid to Talk For Less pursuant to Attachment 5 hereof shall be credited against any damages otherwise payable to Talk For Less pursuant to this Agreement.

5.3.1 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum

extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall, except to the extent caused by BellSouth's gross negligence or willful misconduct, indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

- 5.3.2 Neither BellSouth nor Talk For Less shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 5.3.3 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 5.3.4 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 5.4 Indemnification for Certain Claims. Except to the extent caused by the indemnified Party's gross negligence or willful misconduct, the Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.

5.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

6 Intellectual Property Rights and Indemnification

6.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the “Marks”) of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.

6.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

6.3 Intellectual Property Remedies

6.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of

such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 5 preceding.

- 6.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party, promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below, shall:
- 6.3.2.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 6.3.2.2 obtain a license sufficient to allow such use to continue
- 6.3.2.3 In the event Section 6.3.2.1 or 6.3.2.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 6.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 6.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
- 6.3.5 Dispute Resolution. Any claim arising under Section 6.1 and 6.2 shall be excluded from the dispute resolution procedures set forth in Section 8 and shall be brought in a court of competent jurisdiction.

7 **Proprietary and Confidential Information**

- 7.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Talk For Less, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies,

procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the “Information”). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

- 7.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient’s analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.
- 7.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 7.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 7.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.
- 7.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 7.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 7.7 Survival of Confidentiality Obligations. The Parties’ rights and obligations under this Section 7 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties’ rights and

obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

8 Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party, if it elects to pursue resolution of the dispute, shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

9 Taxes

9.1 Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

9.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party. Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

9.2.1 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

9.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

9.3.1 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

9.3.2 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the

purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

- 9.3.3 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 9.3.4 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 9.3.5 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 9.3.6 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 9.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party. Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 9.4.1 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 9.4.2 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall

abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

- 9.4.3 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 9.4.4 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 9.4.5 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 9.4.6 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 9.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

10 Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Talk For Less, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference

(and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

11 Adoption of Agreements

BellSouth shall make available, pursuant to 47 USC § 252 (i) and 47 C.F.R § 51.809 to Talk For Less any other resale agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt such approved other resale agreement within a reasonable period of time. The adopted resale agreement shall apply to the same states as such other resale agreement. The term of the adopted resale agreement shall expire on the same date as set forth in the agreement that was adopted.

12 Modification of Agreement

12.1 If Talk For Less changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Talk For Less to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

12.1.1 In the event that Talk For Less desires to transfer any services hereunder to another provider of Telecommunications Service, or Talk For Less desires to assume hereunder any services provisioned by BellSouth to another provider of Telecommunications Service, such transfer of services shall be subject to separately negotiated rates, terms and conditions.

12.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

12.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Talk For Less or BellSouth to perform any material terms of this Agreement, Talk For Less or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within forty-five (45) days after such notice, and either Party elects to pursue resolution of such amendment such Party shall pursue the Dispute Resolution procedure set forth in this Agreement.

13 Non-waiver of Legal Rights

Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or

otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

14 Indivisibility

Subject to Section 11 (Adoption of Agreements and Section 15 (Severability), the Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement and that neither Party would have contracted with respect to the provisioning of collocation space under this Agreement if the covenants and promises of the other Party with respect to the other services provided under this Agreement had not been made. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

15 Severability

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to reflect as closely as possible the original intent of the parties, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 8.

16 Non-Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

17 Governing Law

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other

respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

18 Assignments

Any assignment by either Party to any 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. **The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that Talk For Less is entitled to provide Telecommunications Service.** After BellSouth's consent, the Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement 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 Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, Talk For Less shall not be permitted to assign this Agreement in whole or in part to any entity unless either (1) Talk For Less pays all bills, past due and current, under this Agreement, or (2) Talk For Less's assignee expressly assumes liability for payment of such bills.

19 Notices

- 19.1 With the exception of billing notices, governed by Attachment 3, every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

Talk For Less, Inc.

Mr. Tyron Williams
P.O. Box 698
Brooksville, FL 34605
tyron@talkforlessinc.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

19.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

19.3 Notwithstanding the above, BellSouth will post to BellSouth's Interconnection Web site changes to business processes and policies and shall post to BellSouth's Interconnection Web site or submit through applicable electronic systems, other service and business related notices not requiring an amendment to this Agreement.

20 Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

21 Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

22 Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

23 Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Talk For Less shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Talk For Less. Notwithstanding the foregoing, this Agreement shall not be submitted for approval

by the appropriate state regulatory agency unless and until such time as Talk For Less is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

24 Compliance with Law

The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Nothing contained herein, nor any reference to applicable rules and orders, is intended to expand on the Parties' rights and obligations as set forth herein. To the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute rule or order, this Agreement shall control. Each Party shall comply at its own expense with all other laws of general applicability.

25 Necessary Approvals

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

26 Good Faith Performance

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

27. Rates

27.1 Talk For Less shall pay the charges set forth in this Agreement. **In the event that** BellSouth is unable to bill the applicable rate or no rate is established or included in this Agreement for any services provided pursuant to this Agreement, BellSouth reserves the right to back bill Talk For Less for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement. To the extent a rate element is omitted or no rate is established, BellSouth has the right not to provision such service until the Agreement is amended to include such rate.

27.2 To the extent Talk For Less requests services not included in this Agreement, such services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a separately negotiated Agreement.

28 Rate True-Up

- 28.1 This section applies to rates that are expressly designated as subject to true-up under this Agreement.
- 28.2 The designated true-up rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final and effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties shall submit the matter to the Dispute Resolution process in accordance with the provisions of this Agreement.
- 28.3 A final and effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Talk For Less specifically or upon all carriers generally, such as a generic cost proceeding.

29 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

30 Entire Agreement

- 30.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 30.2 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and Talk For Less acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and

executed by a duly authorized officer or representative of the Party to be bound thereby.

30.2 This Agreement includes Attachments with provisions for the following:

Resale
Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
Billing
Performance Measurements
BellSouth Disaster Recovery Plan
Bona Fide Request/New Business Request Process

30.3 The following services are included as options for purchase by Talk For Less pursuant to the terms and conditions set forth in this Agreement. Talk For Less may elect to purchase said services by written request to its Local Contract Manager if applicable:

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Line Information Database (LIDB)

30.4 Any reference throughout this Agreement to a tariff, industry guideline, BellSouth's technical guideline or reference, BellSouth business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the services were provisioned.

General Terms and Conditions
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

Talk For Less, Inc.



By: 

Name: Kristen E. Rowe

Name: Tyron Williams

Title: Director – Interconnection
Services

Title: President

Date: 9/29/04

Date: 9/27/2004

Attachment 1

Resale

Table of Contents

1. Discount Rates3

2. Definition of Terms3

3. General Provisions3

4. BellSouth’s Provision of Services to Talk For Less.....7

5. Maintenance of Services9

6. Establishment of Service.....9

7. Discontinuance of Service.....10

8. White Pages Listings.....10

9. Operator Services (Operator Call Processing and Directory Assistance).....12

10. Line Information Database (LIDB)15

11. RAO Hosting.....16

12. Optional Daily Usage File (ODUF)16

13. Enhanced Optional Daily Usage File (EODUF)16

Resale RestrictionsExhibit A

Optional Daily Usage File (ODUF)..... Exhibit B

Enhanced Option Daily Usage File (EODUF).....Exhibit C

Resale Discounts and RatesExhibit D

RESALE

1. Discount Rates

- 1.1 The discount rates applied to Talk For Less purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit D. 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 Talk For Less for the purposes of resale to Talk For Less's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit D 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 Talk For Less, 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 Talk For Less 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 Talk For Less 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.
- 3.2 Talk For Less may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:
 - 3.2.1 Talk For Less must resell services to other End Users.
 - 3.2.2 Talk For Less cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.
- 3.3 Talk For Less 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 Talk For Less for said services.
- 3.4 Talk For Less 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 Talk For Less. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of Talk For Less. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
 - 3.5.1 When an End User of Talk For Less or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the End User'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 End User's requested service as set forth in the BellSouth Product and Services Interval Guide.
 - 3.5.2 BellSouth and Talk For Less will refrain from contacting an End User who has placed or whose selected carrier has placed on the End User's behalf an order to

change the End User's service provider from BellSouth or Talk For Less 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 resold services to Talk For Less, BellSouth will provide Talk For Less with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Talk For Less acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Talk For Less 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, Talk For Less 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 Talk For Less to designate up to 100 intermediate telephone numbers per CLLIC, for Talk For Less's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. Talk For Less 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 Talk For Less's End Users, pursuant to Section 6 of the General Terms and Conditions.

- 3.13 If Talk For Less 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, Talk For Less 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 Talk For Less remain the property of BellSouth.
- 3.15 White page directory listings for Talk For Less End Users will be provided in accordance with Section 8 below.
- 3.16 Service Ordering and Operations Support Systems (OSS)
- 3.16.1 Talk For Less 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 the interactive interfaces by which Talk For Less may submit a Local Service Request (LSR) 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 D of this Attachment. 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 D of this Attachment. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
- 3.16.3 Denial/Restoral OSS Charge. In the event Talk For Less 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. Talk For Less 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 Talk For Less per the Bona Fide Request/New Business Request process as set forth in Attachment 6 of this Agreement.
- 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 Talk For Less acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to Talk For Less that Special Assembly at the wholesale discount at Talk For Less's option. Talk For Less 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 Talk For Less customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate Talk For Less 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 Talk For Less 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 Talk For Less 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 shall bill to Talk For Less, and Talk For Less shall pay, the 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 Talk For Less

- 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 Talk For Less to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Talk For Less 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 Talk For Less 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 Talk For Less may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.
- 4.4 If Talk For Less 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.
- 4.5 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas
- 4.5.1 BellSouth will in some instances provision resold services in accordance with the General Subscriber Services Tariff and Private Line Tariffs jointly with an Independent Company or other Competitive Local Exchange Carrier.
- 4.5.2 When Talk For Less assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.
- 4.5.3 Service terminating in an Independent Company or other Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to Talk For Less.
- 4.5.4 Talk For Less must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming an end user account where such circumstances apply.
- 4.5.5 Specific guidelines regarding such services are available on the BellSouth Web site at <http://www.interconnection.bellsouth.com>.

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 Talk For Less 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 Talk For Less accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 Talk For Less will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, Talk For Less shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth will bill Talk For Less 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 Talk For Less's End Users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

- 6.1 After receiving certification as a local exchange carrier from the applicable regulatory agency, Talk For Less will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to establish accounts for resold services ("master account"). Talk For Less is required to provide the following before a master account is established: blanket letter of authorization, misdirected number form, proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a deposit and tax exemption certificate, if applicable.
 - 6.1.1 If Talk For Less needs to change, add to, eliminate or convert its OCN(s) under which it operates when Talk For Less has already been conducting business utilizing those OCN(s), Talk For Less shall pay all charges as a result of such change, addition, elimination or conversion to the new OCN(s). OCN conversion charges include, but are not limited to, all time required to make system updates to all of Talk For Less's End User records and any other changes to BellSouth systems or Talk For Less records and will be handled in a separately negotiated

agreement or as otherwise required by BellSouth. Appropriate charges will appear in the OC&C section of Talk For Less's bill.

6.2 Talk For Less shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that Talk For Less 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 Talk For Less's End User.

6.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from Talk For Less to BellSouth or will accept a request from another CLEC for conversion of the End User's service from Talk For Less to such other CLEC. Upon completion of the conversion BellSouth will notify Talk For Less 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 Talk For Less's End User on behalf of, and at the request of, Talk For Less. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of Talk For Less.

7.1.2 At the request of Talk For Less, BellSouth will disconnect a Talk For Less End User.

7.1.3 All requests by Talk For Less for denial or disconnection of an End User for nonpayment must be in writing.

7.1.4 Talk For Less 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 Talk For Less 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 Talk For Less and/or the End User against any claim, loss or damage arising from providing this information to Talk For Less. It is the responsibility of Talk For Less 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 White Pages Listings

8.1 BellSouth shall provide Talk For Less and its End Users access to white pages directory listings under the following terms:

- 8.1.2 Listings. Talk For Less shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Talk For Less residential and business End User listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between Talk For Less and BellSouth End Users. Talk For Less shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 8.1.3 Unlisted/Non-Published End Users. Talk For Less will be required to provide to BellSouth the names, addresses and telephone numbers of all Talk For Less End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's General Subscriber Services Tariff (GSST) and shall not be subject to wholesale discount.
- 8.1.4 Inclusion of Talk For Less End Users in Directory Assistance Database. BellSouth will include and maintain Talk For Less End User listings in BellSouth's Directory Assistance databases. Talk For Less shall provide such Directory Assistance listings to BellSouth at no charge.
- 8.1.5 Listing Information Confidentiality. BellSouth will afford Talk For Less's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 8.1.6 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the GSST and shall not be subject to the wholesale discount.
- 8.1.7 Rates. So long as Talk For Less provides listing information to BellSouth as set forth in Section 8.1.2 above, BellSouth shall provide to Talk For Less one (1) basic White Pages directory listing per Talk For Less End User at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of a local service request (LSR) submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 2 of this Agreement, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 2 of this Agreement.
- 8.2 Directories. BellSouth or its agent shall make available White Pages directories to Talk For Less End User at no charge or as specified in a separate agreement between Talk For Less and BellSouth's agent.

- 8.3 Procedures for submitting Talk For Less Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 8.3.1 Talk For Less authorizes BellSouth to release all Talk For Less SLI provided to BellSouth by Talk For Less to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), as the same may be amended from time to time. Such Talk For Less SLI shall be intermingled with BellSouth's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.
- 8.3.2 No compensation shall be paid to Talk For Less for BellSouth's receipt of Talk For Less SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Talk For Less's SLI, or costs on an ongoing basis to administer the release of Talk For Less SLI, Talk For Less shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Talk For Less's SLI, Talk For Less will be notified. If Talk For Less does not wish to pay its proportionate share of these reasonable costs, Talk For Less may instruct BellSouth that it does not wish to release its SLI to independent publishers, and Talk For Less shall amend this Agreement accordingly. Talk For Less will be liable for all costs incurred until the effective date of the amendment.
- 8.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Talk For Less under this Agreement. Talk For Less shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Talk For Less listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Talk For Less any complaints received by BellSouth relating to the accuracy or quality of Talk For Less listings.
- 8.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

9. Operator Services (Operator Call Processing and Directory Assistance)

- 9.1 Operator Call Processing 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.

- 9.2 Upon request for BellSouth Operator Call Processing, BellSouth shall:
 - 9.2.1 Process 0+ and 0- dialed local calls
 - 9.2.2 Process 0+ and 0- intraLATA toll calls.
 - 9.2.3 Process calls that are billed to Talk For Less end user's calling card that can be validated by BellSouth.
 - 9.2.4 Process person-to-person calls.
 - 9.2.5 Process collect calls.
 - 9.2.6 Provide the capability for callers to bill a third party and shall also process such calls.
 - 9.2.7 Process station-to-station calls
 - 9.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.
 - 9.2.9 Process emergency call trace originated by Public Safety Answering Points.
 - 9.2.10 Process operator-assisted directory assistance calls.
 - 9.2.11 Adhere to equal access requirements, providing Talk For Less local end users the same IXC access that BellSouth provides its own operator service.
 - 9.2.12 Exercise at least the same level of fraud control in providing Operator Service to Talk For Less that BellSouth provides for its own operator service.
 - 9.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
 - 9.2.14 Direct customer account and other similar inquiries to the customer service center designated by Talk For Less.
 - 9.2.15 Provide call records to Talk For Less in accordance with ODUF standards.
 - 9.2.16 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.
- 9.3 Directory Assistance Service

- 9.3.1 Directory Assistance Service provides local and non-local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 9.3.2 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by Talk For Less's end user. BellSouth shall provide caller-optional directory assistance call completion service at rates set forth in BellSouth's General Subscriber Services Tariff to one of the provided listings.
- 9.4 Directory Assistance Service Updates
- 9.4.1 BellSouth shall update end user listings changes daily. These changes include:
- 9.4.2 New end user connections
- 9.4.3 End user disconnections
- 9.4.4 End user address changes
- 9.4.5 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 9.5 Selective Call Routing using Line Class Codes (SCR-LCC)
- 9.5.1 Where Talk For Less resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route Talk For Less's end user calls to that provider through Selective Call Routing.
- 9.5.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for Talk For Less to have its Operator Call Processing and Directory Assistance (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.
- 9.5.3 Custom Branding for DA is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service and certain PBX services.
- 9.5.4 Where available, Talk For Less specific and unique LLCs are programmed in each BellSouth end office switch where Talk For Less intends to service end users with customized OCP/DA branding. The LCCs specifically identify Talk For Less's end users so OCP/DA calls can be routed over the appropriate trunk group to the requested 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 Talk For Less intends to provide Talk For Less-branded OCP/DA to its end users in these multiple rate areas.

- 9.5.5 SCR-LCC supporting Custom Branding and Self Branding require Talk For Less to order dedicated transport and trunking from each BellSouth end office identified by Talk For Less, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Talk For Less Operator Service Provider for Self Branding. Separate trunk groups are required for OCP/DA. Rates for transport and trunks are set forth in applicable BellSouth Tariffs.
- 9.5.6 The rates for SCR-LCC are as set forth in Exhibit D of this Attachment. There is a nonrecurring charge for the establishment of each LCC in each BellSouth central office.
- 9.5.7 Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by Talk For Less to the BellSouth Tops. The calls are routed to "No Announcement."

10. Line Information Database (LIDB)

- 10.1 The BellSouth Line Information Database (LIDB) stores current information on working telephone numbers and billing account numbers. LIDB data is used by providers of Telecommunications Services to validate billing of collect calls, calls billed to a third party number and nonproprietary calling card calls, to screen out attempts to bill calls to payphones, for billing and for fraud prevention.
- 10.2 Where Talk For Less is purchasing Resale services BellSouth shall utilize BellSouth's service order generated from Talk For Less LSR's to populate LIDB with Talk For Less's End User information BellSouth provides access to information in its LIDB, including Talk For Less End User information, to various providers of Telecommunications Services via queries to LIDB pursuant to applicable tariffs. Information stored for Talk For Less, pursuant to this Agreement, shall be available to those Telecommunications Service providers.
- 10.2.1 When necessary for fraud control measures, BellSouth may perform additions, updates and deletions of Talk For Less data to the LIDB (e.g., calling card deactivation).
- 10.3 Responsibilities of the Parties
- 10.3.1 BellSouth will administer the data provided by Talk For Less pursuant to this Agreement in the same manner as BellSouth administers its own data.
- 10.3.2 Talk For Less is responsible for completeness and accuracy of the data being provided to BellSouth.
- 10.3.3 BellSouth shall not be responsible to Talk For Less 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.

11. RAO Hosting

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

12. Optional Daily Usage File (ODUF)

12.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit B. Rates for ODUF are as set forth in Exhibit D of this Attachment.

12.2 BellSouth will provide ODUF service upon written request.

13. Enhanced Optional Daily Usage File (EODUF)

13.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for EODUF are as set forth in Exhibit D of this Attachment.

13.2 BellSouth will provide EODUF service upon written request.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 3)

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 & 3)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 Promotions - ≤ 90 Days (Note 2 & 3)	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	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5 911/E911 Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes
6 MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
7 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 Nonrecurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
10 End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11 Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
12 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.	Promotions shall be available only for the term set forth in the applicable tariff.																	
4.	Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.																	

Optional Daily Usage File

1. Upon written request from Talk For Less, BellSouth will provide the Optional Daily Usage File (ODUF) service to Talk For Less pursuant to the terms and conditions set forth in this section.
2. Talk For Less shall furnish all relevant information required by BellSouth for the provision of the ODUF.
3. The ODUF feed provides Talk For Less messages that were carried over the BellSouth network and processed by BellSouth for Talk For Less.
4. Charges for ODUF will appear on Talk For Less's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D to this Attachment.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
 - 5.1 Messages that error in the billing system of Talk For Less will be the responsibility of Talk For Less. If, however, Talk For Less should encounter significant volumes of errored messages that prevent processing by Talk For Less within its systems, BellSouth will work with Talk For Less to determine the source of the errors and the appropriate resolution.
6. ODUF Specifications
 - 6.1 ODUF Message to be Transmitted
 - 6.1.1 The following messages recorded by BellSouth will be transmitted to Talk For Less:
 - Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
 - Measured local Local
 - Directory Assistance messages
 - IntraLATA Toll

 - WATS and 800 Service
 - N11

- Information Service Provider Messages
 - Operator Services Messages
 - Operator Services Message Attempted Calls
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service
- 6.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) appear on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Talk For Less.
- 6.1.4 In the event that Talk For Less detects a duplicate on ODUF they receive from BellSouth, Talk For Less will drop the duplicate message and will not return the duplicate to BellSouth).
- 6.2 ODUF Physical File Characteristics
- 6.2.1 ODUF will be distributed to Talk For Less via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF feed 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. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT:Direct file delivery.
- 6.2.2 If the customer is moved, CONNECT:Direct data circuits (private line or dial-up) will be required between BellSouth and Talk For Less for the purpose of data transmission. Where a dedicated line is required, Talk For Less will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Talk For Less 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 messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be Talk For Less's responsibility. 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 Talk For Less. Additionally, all message toll charges associated with the use of the dial circuit by Talk For Less will be the responsibility of Talk For Less. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required

on Talk For Less end for the purpose of data transmission will be the responsibility of Talk For Less.

6.2.3 If Talk For Less utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Talk For Less.

6.3 ODUF Packing Specifications

6.3.1 The data will be packed using ATIS EMI records. 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.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Talk For Less which BellSouth RAO is sending the message. BellSouth and Talk For Less will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Talk For Less and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6.4 ODUF Pack Rejection

6.4.1 Talk For Less 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 (e.g., out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. Talk For Less will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Talk For Less by BellSouth.

6.5 ODUF Control Data

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

6.6 ODUF Testing

6.6.1 Upon request from Talk For Less, BellSouth shall send ODUF test files to Talk For Less. The Parties agree to review and discuss the ODUF file content and/or format. For testing of usage results, BellSouth shall request that Talk For Less set up a production (live) file. The live test may consist of Talk For Less's employees making test calls for the types of services Talk For Less requests on ODUF. These test calls

are logged by Talk For Less, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within thirty (30) calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from Talk For Less, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Talk For Less pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. Talk For Less shall furnish all relevant information required by BellSouth for the provision of the EODUF.
3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for EODUF will appear on Talk For Less's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of Talk For Less will be the responsibility of Talk For Less. If, however, Talk For Less should encounter significant volumes of errored messages that prevent processing by Talk For Less within its systems, BellSouth will work with Talk For Less to determine the source of the errors and the appropriate resolution.
6. EODUF Specifications.
 - 6.1 EODUF Usage To Be Transmitted
 - 6.1.1 The following messages recorded by BellSouth will be transmitted to Talk For Less:

Customer usage data for flat rated local call originating from Talk For Less's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call

From Number

To Number

Connect Time

Conversation Time

Method of Recording

From RAO

Rate Class

Message Type

Billing Indicators

Bill to Number

6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to O DUF. Any duplicate messages detected will be deleted and not sent to Talk For Less.

6.1.3 In the event that Talk For Less detects a duplicate on EODUF they receive from BellSouth, Talk For Less will drop the duplicate message (Talk For Less will not return the duplicate to BellSouth).

6.2 EODUF Physical File Characteristics

6.2.1 EODUF feed will be distributed to Talk For Less via Secure File Transfer Protocol (FTP). The EODUF messages will be intermingled among Talk For Less's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format. 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 holiday. If BellSouth determines the Secure FTP mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT:Direct file delivery.

6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Talk For Less for the purpose of data transmission. Where a dedicated line is required, Talk For Less will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Talk For Less 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 an individual 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 Talk For Less. Additionally, all message toll charges associated with the use of the dial circuit by Talk For Less will be the responsibility of Talk For Less. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Talk

For Less's end for the purpose of data transmission will be the responsibility of Talk For Less.

6.2.3 If Talk For Less utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Talk For Less.

6.3 EODUF Packing Specifications

6.3.1 The data will be packed using ATIS EMI records. 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.

6.3.2 The OCN, From (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Talk For Less which BellSouth RAO is sending the message. BellSouth and Talk For Less will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Talk For Less and resend the data as appropriate.

RESALE DISCOUNTS & RATES - Florida										Attachment: 1		Exhibit: D				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					21.83										
	Business %					16.81										
	CSAs %					16.81										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00							
	(LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00							
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch					93.55	93.55	12.71	12.71							
ODUF/EODUF SERVICES																
OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.0000071										
	ODUF: Message Processing, per message					0.002146										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.91										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
	EODUF: Message Processing, per message					0.080698										

RESALE DISCOUNTS & RATES - Georgia														Attachment: 1		Exhibit: D	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)	
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
APPLICABLE DISCOUNTS																	
	Residence %						20.30										
	Business %						17.30										
	CSAs %						17.30										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.																	
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C		3.50	0.00	3.50	0.00							
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00							
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
	Selective Routing Per Unique Line Class Code Per Request Per Switch						102.19	61.15	12.68	6.34							
ODUF/EODUF SERVICES																	
OPTIONAL DAILY USAGE FILE (ODUF)																	
	ODUF: Recording, per message						0.0000068										
	ODUF: Message Processing, per message						0.002167										
	ODUF: Message Processing, per Magnetic Tape provisioned						36.06										
	ODUF: Data Transmission (CONNECT:DIRECT), per message						0.00010856										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																	
	EODUF: Message Processing, per message						0.227409										

Attachment 2
Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair

TABLE OF CONTENTS

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR. 3
2. ACCESS TO OPERATIONS SUPPORT SYSTEMS..... 3
3. MISCELLANEOUS..... 6

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

- 1.1 BellSouth shall provide to Talk For Less nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that Talk For Less can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide Talk For Less with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at BellSouth's Interconnection Web site and is incorporated herein by reference. BellSouth shall ensure that its OSS are designed to accommodate requests for both current and projected demands of Talk For Less and other CLECs in the aggregate.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

- 2.1 BellSouth shall provide Talk For Less nondiscriminatory access to its OSS and the necessary information contained therein in order that Talk For Less can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of Talk For Less to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for Talk For Less's access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference.
- 2.1.1 Talk For Less agrees to comply with the provisions of the Operations Support Systems (OSS) Interconnection Volume Guidelines as set forth at BellSouth's Interconnection Web site, and incorporated herein by reference as amended from time to time.
- 2.2 Pre-Ordering. BellSouth will provide electronic access to its OSS and the information contained therein in order that Talk For Less can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference. The process by which BellSouth and Talk For Less will manage these electronic interfaces to include the development and introduction of new interfaces will be

governed by the change management process as described in Section 2.6 below. Talk For Less shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. Talk For Less shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, Talk For Less shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the customer record information shall be provided the same day. If BellSouth requests the information after noon, the customer record information shall be provided by noon the following day.

- 2.2.1 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. Talk For Less will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. BellSouth reserves the right to audit Talk For Less's access to customer record information. If a BellSouth audit of Talk For Less's access to customer record information reveals that Talk For Less is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to Talk For Less may take corrective action, including but not limited to suspending or terminating Talk For Less's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.
- 2.3 Ordering. BellSouth will make available to Talk For Less electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests. Specifications for access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference as they are amended from time to time. The process by which BellSouth and Talk For Less will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below.
- 2.3.1 Talk For Less shall place orders for services by submitting a local service request ("LSR") to BellSouth. BellSouth shall bill Talk For Less an electronic service order charge as specified in Exhibit D of this Agreement for each LSR submitted by means of an Electronic Interface. BellSouth shall bill Talk For Less a manual service order charge as specified in Exhibit D of this Agreement for each LSR submitted by means other than the electronic Interfaces (e.g. mail, fax, courier, etc.). An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").

- 2.3.1.1 Talk For Less may submit an LSR to request that an End User's service be temporarily withheld, denied, or restored. Alternatively, Talk For Less may submit a list of such End Users if Talk For Less provides a separate PON for each location on the list. Each location will be billed as a separate LSR.
- 2.3.1.2 BellSouth will bill the electronic or manual service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.
- 2.3.1.3 Notwithstanding the foregoing, BellSouth will not bill the electronic or manual service order charges for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
- 2.4 Provisioning. BellSouth shall provision services during its regular working hours. To the extent Talk For Less requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or project managers to work outside of regular working hours, overtime charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or project manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of Talk For Less, BellSouth will not assess Talk For Less additional charges beyond the rates and charges specified in this Agreement.
- 2.4.1 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Talk For Less (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Talk For Less for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC #1, Section 13.3.1 (E).
- 2.4.2 Cancellation Charges. If Talk For Less cancels an LSR for resold services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4.
- 2.4.3 Service Date Advancement Charges (Expedites). For Service Date Advancement requests by Talk For Less, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's Private Line Tariff will apply as applicable.
- 2.5 Maintenance and Repair. BellSouth will make available to Talk For Less electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of BellSouth's maintenance and repair electronic interfaces are set forth at BellSouth's Interconnection Web site and are

incorporated herein by reference. The process by which BellSouth and Talk For Less will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and Talk For Less agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via BellSouth's Interconnection Web site.

- 2.5.1 If Talk For Less reports a trouble and no trouble actually exists on the BellSouth portion, BellSouth will charge Talk For Less for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status.
- 2.5.2 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Talk For Less (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Talk For Less for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC #1, Section 13.3.1 (E).
- 2.6 Billing. BellSouth will provide Talk For Less nondiscriminatory access to billing information as specified in Attachment 3 to this Agreement.
- 2.7 Change Management. BellSouth and Talk For Less agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. BellSouth and Talk For Less agree to comply with the provisions of the documented Change Control Process as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to BellSouth's electronic interfaces, BellSouth's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to Talk For Less at BellSouth's Interconnection Web site.
- 2.8 Rates. Unless otherwise specified herein, charges for the use of BellSouth's Operations Support Systems (OSS), and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in Exhibit D of this Agreement.

3. MISCELLANEOUS

- 3.1 Pending Orders. Orders placed in the hold or pending status by Talk For Less will be held for a maximum of thirty (30) calendar days from the date the order is

placed on hold. After such time, Talk For Less shall be required to submit a new service request. Incorrect or invalid requests returned to Talk For Less for correction or clarification will be held for thirty (30) calendar days. If Talk For Less does not return a corrected request within thirty (30) calendar days, BellSouth will cancel the request.

- 3.2 Single Point of Contact. Talk For Less will be the single point of contact with BellSouth for ordering activity for services used by Talk For Less to provide services to its End Users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected End User. Talk For Less and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of End User authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, BellSouth may disconnect any facility being used by Talk For Less to provide service to that End User and may reuse such facilities to enable such other carrier to provide service to the End User. BellSouth will notify Talk For Less that such a request has been processed but will not be required to notify Talk For Less in advance of such processing.
- 3.2.1 Neither BellSouth nor Talk For Less shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.2.2 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification in accordance with the intervals specified in Attachment 9 of this Agreement.
- 3.3 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be staffed 24 hours per day, 7 days per week. BellSouth will close trouble tickets after making a reasonable effort to contact Talk For Less for authorization to close a ticket. BellSouth will place trouble tickets in delayed maintenance status after making a reasonable effort to contact Talk For Less to request additional information or to request authorization for additional work deemed necessary by BellSouth.
- 3.4 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will in all possible instances provide the affected IXCs with the Operating Company Number (OCN) of the

local provider for the purpose of obtaining End User billing account and other End User information required under subscription requirements.

- 3.4.1 When Talk For Less's End User, served by resale, changes its PIC or LPIC, and per BellSouth's FCC or state tariff the interexchange carrier elects to charge the End User the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to Talk For Less, which has the billing relationship with that End User, and Talk For Less may pass such charge to the End User.

Attachment 3

Billing

TABLE OF CONTENTS

1. PAYMENT AND BILLING ARRANGEMENTS..... 3

2. BILLING DISPUTES..... 8

3. RAO HOSTINGERROR! BOOKMARK NOT DEFINED.
Rates.....Exhibit A

BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

1.1 BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information Systems (CRIS) depending on the particular service(s) provided to Talk For Less under this Agreement. BellSouth will format all bills in CABS Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format may change in accordance with applicable industry standards.

1.1.1 For any service(s) BellSouth receives from Talk For Less, Talk For Less shall bill BellSouth in CBOS format.

1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.

1.1.3 BellSouth will render bills each month on established bill days for each of Talk For Less's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the rates set forth in FCC Section 13:3.6.3, except for resold services which shall be at the rates set forth in BellSouth's Non-Regulated Services Pricing List N6.

1.1.4 BellSouth will bill Talk For Less in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.

1.1.4.1 For resold services, charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Talk For Less, and Talk For Less will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.

1.1.5 BellSouth will not perform billing and collection services for Talk For Less as a result of the execution of this Agreement.

1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, Talk For Less will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to

establish accounts for resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), if applicable, Access Customer Name and Abbreviation (ACNA), if applicable, Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Talk For Less may not order services under a new account established in accordance with this Section 1.2 until thirty (30) days after all information specified in this Section 1.2 is received from Talk For Less.

- 1.2.1 Company Identifiers. If Talk For Less needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively “Company Identifiers”) under which it operates when Talk For Less has already been conducting business utilizing those Company Identifiers, Talk For Less shall pay all charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. **Such charges include, but are not limited to, all time** required to make system updates to all of Talk For Less’s End User records and any other changes to BellSouth systems or Talk For Less records, and will be handled in a separately negotiated agreement or as otherwise required by BellSouth.
- 1.2.2 Tax Exemption. It is the responsibility of Talk For Less to provide BellSouth with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual Talk For Less entity purchasing Services under this Agreement. Upon BellSouth’s receipt of a properly completed tax exemption certificate, subsequent billings to Talk For Less will not include those taxes or fees from which Talk For Less is exempt. Prior to receipt of a properly completed exemption certificate, BellSouth shall bill, and Talk For Less shall pay all applicable taxes and fees. In the event that Talk For Less believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to BellSouth’s receipt of a properly completed exemption certificate, BellSouth shall assign to Talk For Less its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by BellSouth, BellSouth shall, after receiving a written request from Talk For Less and at Talk For Less’s sole expense, pursue such refund claim on behalf of Talk For Less, provided that Talk For Less promptly reimburses BellSouth for any costs and expenses incurred by BellSouth in pursuing such refund claim, and provided further that BellSouth shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to Talk For Less. Talk For Less shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by Talk For Less to its End Users.

1.3 Deposit Policy. Talk For Less shall complete the BellSouth Credit Profile and provide information to BellSouth regarding Talk For Less's credit condition. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by Talk For Less. Any such security deposit shall in no way release Talk For Less from its obligation to make complete and timely payments of its bill. Talk For Less shall pay any applicable deposits for new service prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Talk For Less's "accounts receivables and proceeds." Deposit request notices will be sent to Talk For Less via certified mail or overnight delivery. Talk For Less shall pay any applicable security deposit for existing service within fifteen (15) days of the deposit request. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in BellSouth's General Subscriber Services Tariff (GSST). Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Talk For Less fails to remit to BellSouth any deposit requested pursuant to this Section within fifteen (15) days of deposit request, service to Talk For Less may be terminated in accordance with the terms of Section 1.5 of this Attachment, and any security deposits will be applied to Talk For Less's account(s). In the event Talk For Less defaults on its account, service to Talk For Less will be terminated in accordance with the terms of Section 1.5 below, and any security deposits will be applied to Talk For Less's account.

1.4 Payment Policy

1.4.1 Payment Responsibility. Payment of all charges will be the responsibility of Talk For Less. Talk For Less shall pay invoices by utilizing wire transfer services or automatic clearing house services. Talk For Less shall make payment to BellSouth for all services billed including disputed amounts. BellSouth will not become involved in billing disputes that may arise between Talk For Less and Talk For Less's End User.

1.4.2 Payment Due. Payment for services provided, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify BellSouth of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by BellSouth. If the Remittance Information is not received with payment, BellSouth will be unable to apply amounts paid to Talk For Less's accounts. In such event, BellSouth shall

hold such funds until the Remittance Information is received. If BellSouth does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.

- 1.4.2.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.4.2.2, below, shall apply.
- 1.4.2.2 Late Payment. If any portion of the payment is not received by BellSouth on or before the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment and/or interest charge shall be due to BellSouth. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, or pursuant to the applicable state law as determined by BellSouth. In addition to any applicable late payment and/or interest charges, Talk For Less may be charged a fee for all returned checks at the rate set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.5 Discontinuing Service to Talk For Less. The procedures for discontinuing service to Talk For Less are as follows:
- 1.5.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by Talk For Less of the rules and regulations of BellSouth's tariffs.
- 1.5.2 If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, BellSouth will provide written notice to Talk For Less that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts that become past due before refusal, incompleteness or suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.2 above within seven (7) days following such written notice. In addition, at the same time, BellSouth may provide written notice to the person designated by Talk For Less to receive notices of noncompliance as provided in the General Terms and Conditions of this Agreement, that BellSouth may discontinue the provision of existing services to Talk For Less if payment of such

amounts, and all other amounts that become past due before discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.2 above within thirty (30) days following such written notice; provided, however, that BellSouth may provide written notice that such existing services may be discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.3.

1.5.3 BellSouth may take the action to discontinue the provision of existing service upon fifteen (15) calendar days from the day after BellSouth provides written notice of such discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) Talk For Less has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:

(1) BellSouth has sent the subject bill(s) to Talk For Less within (7) business days of the bill date(s), verifiable by records maintained by BellSouth:

- i. in paper or CDROM form via the United States Postal Service (USPS),
or
- ii. in magnetic tape form via overnight delivery, or
- iii. via electronic transmission; or

(2) BellSouth has sent the subject bill(s) to Talk For Less, using one of the media described in (1) above, more than thirty (30) calendar days before notice to discontinue service has been rendered.

1.5.4 In the case of discontinuance of services, all billed charges, as well as applicable termination charges, shall become due.

1.5.5 Discontinuance of service on Talk For Less's account will effect a discontinuance of service to Talk For Less's End Users. Talk For Less is solely responsible for notifying the End User of the discontinuance of service. If, within seven (7) days after Talk For Less's services have been discontinued, Talk For Less pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of the GSST, then BellSouth will reestablish service for Talk For Less. If within seven (7) days after Talk For Less's service has been discontinued and Talk For Less has failed to pay all past due charges as described above, then Talk For Less's service will be disconnected.

1.6 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from Talk For Less, shall be forwarded to the individual and/or address

provided by Talk For Less in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by Talk For Less as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from Talk For Less to BellSouth's billing organization, the notice of discontinuance of services purchased by Talk For Less under this Agreement provided for in Section 1.5 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

2. BILLING DISPUTES

2.1 Talk For Less shall electronically submit all billing disputes to BellSouth using the form specified by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. Within five (5) business days of BellSouth's denial, or partial denial, of the billing dispute, if Talk For Less is not satisfied with BellSouth's resolution of the billing dispute or if no response to the billing dispute has been received by Talk For Less by such sixtieth (60th) day, Talk For Less must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on BellSouth's Interconnection Services Web site, or the billing dispute shall be considered denied and closed. If, after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

3 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 of a specific amount of money actually billed by BellSouth. The billing dispute must be clearly explained by Talk For Less and supported by written documentation, which clearly shows the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows the basis for disputing charges shall be within BellSouth's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by BellSouth. **Claims by Talk For Less** for damages of any kind will not be considered a billing dispute for purposes of this Section. If BellSouth resolves the billing dispute, in whole or in part, in favor of Talk For Less, any credits and interest due to Talk For Less as a result thereof shall be applied to Talk For Less's account by BellSouth upon resolution of the billing dispute.

Attachment 4
Performance Measurements

PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered in a particular state can currently be accessed via the internet at <http://pmap.bellsouth.com>. The following Service Quality Measurements (SQM) plan as it presently exists and as it may be modified in the future, is being included as the performance measurements currently in place for the state of Tennessee. At such time that the TRA issues a subsequent Order pertaining to Performance Measurements, such Performance Measurements shall supersede the SQM contained in the Agreement.

Attachment 5

BellSouth Disaster Recovery Plan

<u>CONTENTS</u>		<u>PAGE</u>
1.0	Purpose	2
2.0	Single Point of Contact	2
3.0	Identifying the Problem	2
3.1	Site Control	3
3.2	Environmental Concerns	4
4.0	The Emergency Control Center (ECC)	4
5.0	Recovery Procedures	5
5.1	CLEC Outage	5
5.2	BellSouth Outage	5
5.2.1	Loss of Central Office	6
5.2.2	Loss of a Central Office with Serving Wire Center Functions	6
5.2.3	Loss of a Central Office with Tandem Functions	6
5.2.4	Loss of a Facility Hub	7
5.3	Combined Outage (CLEC and BellSouth Equipment)	7
6.0	T1 Identification Procedures	7
7.0	Acronyms	8

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed by BellSouth to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the Federal Communications Commission to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. A description of the TSP Program as it may be amended from time to time is available at the following website:

<http://interconnection.bellsouth.com/products/vertical/tsp.html>. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long-term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to ensure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available, leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of whose equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in Section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency; and
- e) If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in Section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CLEC	-	Competitive Local Exchange Carrier
CO		Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1		Facility that carries 24 circuits
TSP		Telecommunications Service Priority

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 6

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

1. BONA FIDE REQUEST

- 1.1 The Parties agree that Talk For Less is entitled to order any Network Element, interconnection option or service option required to be made available by FCC or Commission requirements pursuant to the Act. A Bona Fide Request (BFR) is to be used when Talk For Less makes a request of BellSouth to provide a new or modified Network Element, interconnection option or other service option pursuant to the Act that was not previously provided for in this Agreement.
- 1.2 A BFR shall be submitted in writing by Talk For Less and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request shall also include Talk For Less's designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e. a BFR). The request shall be sent to Talk For Less's designated BellSouth Sales contact or Local Contract Manager (LCM).
- 1.3 Within two (2) business days of receipt of a BFR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from Talk For Less at any time during the processing of the BFR.
- 1.4 Within thirty (30) business days of BellSouth's receipt of the BFR, if the preliminary analysis of the requested BFR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall respond to Talk For Less by providing a preliminary analysis of the new or modified Network Element or interconnection option not ordered by the FCC or Commission that is the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the new or modified Network Element, interconnection option or service option or confirm that BellSouth will not offer the new or modified Network Element, interconnection option or service option.
- 1.5 For any new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission, if the preliminary analysis states that BellSouth will offer the new or modified Network Element, interconnection option or service option, the preliminary analysis will include an estimate of the costs of utilizing existing resources, both

personnel and systems, in the development including, but not limited to, request parameters analysis, determination of impacted BellSouth departments, determination of required resources, project management resources, etc. (Development Rate) including a general breakdown of such costs associated with the Network Element, interconnection option or service option and the date the request can be met. If the preliminary analysis states that BellSouth will not offer the new or modified Network Element, interconnection option or service option, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the new or modified Network Element, interconnection option or service option, should actually be submitted as a NBR or is otherwise not required to be provided under the Act. If BellSouth cannot provide the Network Element, interconnection option or service option by the requested date, BellSouth shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Talk For Less's requested date.

- 1.6 For any new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission, if BellSouth determines that the preliminary analysis of the requested BFR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall notify Talk For Less within ten (10) business days of BellSouth's receipt of BFR that a fee will be required prior to the preliminary evaluation of the BFR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request that require the allocation and engagement of additional resources above the existing allocated resources used on BFR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc. and the request for such fee shall be accompanied with a general breakdown of such costs. If Talk For Less accepts the complex request evaluation fee proposed by BellSouth, Talk For Less shall submit such fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required. Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to Talk For Less by providing a preliminary analysis, consistent with Section 1.4 of this Attachment 11.
- 1.7 Talk For Less may cancel a BFR at any time up until thirty (30) business days after receiving BellSouth's preliminary analysis. If Talk For Less cancels the BFR within thirty (30) business days after receipt of

BellSouth's preliminary analysis, BellSouth shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 1.6 above, minus those costs included in the fee that have not been incurred as of the date of cancellation.

- 1.8 Talk For Less will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR. If Talk For Less fails to respond within this thirty (30) business day period, the BFR will be deemed cancelled. Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the new or modified Network Element, interconnection option or service option quoted in the preliminary analysis.
- 1.9 Notwithstanding any other provision of this Agreement, BellSouth shall propose a firm price quote, including the firm Development Rate, the firm nonrecurring rate and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of Talk For Less's accurate BFR application for a Network Element, interconnection option or service option that is operational at the time of the request; thirty (30) business days of receipt of Talk For Less's accurate BFR application for a new or modified Network Element, interconnection option or service option ordered by the FCC or Commission; and within sixty (60) business days of receipt of Talk For Less's accurate BFR application for a new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission or not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.
- 1.10 Talk For Less shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional Development or nonrecurring rates quoted in the firm price quote.
- 1.11 Unless Talk For Less agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act.
- 1.12 If Talk For Less believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.

- 1.13 Upon agreement to the rates, terms and conditions of a BFR, the Parties shall negotiate in good faith an amendment to this Agreement.

2 New Business Request

- 2.1 Talk For Less also shall be permitted to request the development of new or modified facilities or service options which may not be required by the Act. Procedures applicable to requesting the addition of such elements, services and options are specified in this Attachment 11. A New Business Request (NBR) is to be used by Talk For Less to make a request of BellSouth for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the BellSouth network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested NBR Services) and is not required by the Act.
- 2.2 An NBR shall be submitted in writing by Talk For Less and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The request shall be sent to Talk For Less's designated BellSouth Sales contact or LCM.
- 2.3 Within two (2) business days of receipt of an NBR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the NBR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from Talk For Less at any time during the processing of the NBR.
- 2.4 If the preliminary analysis of the request NBR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, within thirty (30) business days of its receipt of the NBR, BellSouth shall respond to Talk For Less by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested NBR Services or confirm that BellSouth will not offer the Requested NBR Services.
- 2.5 If the preliminary analysis states that BellSouth will offer the Requested NBR Services, the preliminary analysis will include an estimate of the Development Rate including a general breakdown of costs and the date the request can be met. If BellSouth cannot provide the Requested NBR Service by the requested date, it shall provide an alternative proposed date

together with a detailed explanation as to why BellSouth is not able to meet Talk For Less's requested date.

- 2.6 If BellSouth determines that the preliminary analysis of the requested NBR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, BellSouth shall notify Talk For Less within ten (10) business days of BellSouth's notice that a complex request evaluation fee is required prior to the evaluation of the NBR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request. If Talk For Less accepts the complex request evaluation fee amount proposed by BellSouth, Talk For Less shall submit such complex request evaluation fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required.
- 2.7 Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to Talk For Less by providing a preliminary analysis of such Requested NBR Services.
- 2.8 Talk For Less may cancel an NBR at any time. If Talk For Less cancels the request more than ten (10) business days after submitting it, Talk For Less shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the NBR up to the date of cancellation in addition to any fee submitted in accordance with Section 1.6 above.
- 2.9 Talk For Less will have thirty (30) business days from receipt of the preliminary analysis to accept the preliminary analysis or cancel the NBR. If Talk For Less fails to respond within this thirty (30) business day period, the NBR will be deemed cancelled.
- 2.10 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the Requested NBR Services quoted in the preliminary analysis.
- 2.11 BellSouth shall propose a firm price quote including the firm Development Rate, the firm nonrecurring rate, and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of Talk For Less's accurate NBR application for a Requested NBR Service that is operational at the time of the request and within sixty (60) business days of receipt of Talk For Less's accurate NBR application for the Requested NBR Services not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.

- 2.12 Talk For Less shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimate of the Development Rate, BellSouth will credit Talk For Less's account for the difference.
- 2.13 Upon agreement to the rates, terms and conditions of a NBR, an amendment to this Agreement, or a separate agreement, may be required and the Parties shall negotiate such agreement or amendment in good faith.