

BELLSOUTH

BellSouth Telecommunications, Inc.

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April 4, 2005

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

050233-TP


Re: **Approval of the Resale Agreement** by and between BellSouth Telecommunications, Inc. ("BellSouth") and Phone Club Corporation

Dear Mrs. Bayo:

Please find enclosed for filing and approval the original and two copies of BellSouth Telecommunications, Inc.'s Resale Agreement with Phone Club Corporation.

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

Very truly yours,


Regulatory Vice President

DOCUMENT NUMBER-DATE

03305 APR-4 8

FPSC-COMMISSION CLERK

BELLSOUTH® / CLEC Agreement

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Resale Agreement

Between

BellSouth Telecommunications, Inc.

And

Phone Club Corporation

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AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Phone Club Corporation (Phone Club Corporation), a Florida corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Phone Club Corporation 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, Phone Club Corporation is or seeks to become a CLEC authorized to provide telecommunications services in the state of Florida; and

WHEREAS, pursuant to Sections 251 and 252 of the Act; Phone Club Corporation wishes to purchase certain services from BellSouth; and

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Phone Club Corporation 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 Phone Club Corporation agrees to provide BellSouth in writing Phone Club Corporation'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 Phone Club Corporation is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, Phone Club Corporation may not purchase services hereunder in that state. Phone Club Corporation 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, Phone Club Corporation 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 Phone Club Corporation'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, provided such notification is made prior to expiration of the initial term of this Agreement. Phone Club Corporation 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 initial term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state of Florida.

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 the initial term of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement). If as of the expiration of the initial term of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Sections 2.3.1 and 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration of the initial term shall be as set forth in Section 2.3 below.
- 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 rates, terms and conditions for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 2.3.1 Phone Club Corporation may request termination of this Agreement only if it is no longer purchasing services pursuant to this Agreement. Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of the initial term of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with 2.3 above, then BellSouth may terminate this Agreement upon sixty (60) days notice to Phone Club Corporation. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Phone Club Corporation pursuant to the rates, terms and conditions set forth in BellSouth's then current standard resale stand-alone agreement. In the event that BellSouth's standard resale stand-alone agreement becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement.
- 2.3.2 Notwithstanding Section 2.3 above, in the event that as of the expiration of the initial term of this Agreement the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.2 above and BellSouth is not providing any services under this Agreement as of the date of expiration of the initial term of this Agreement, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.
- 2.4 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.

- 2.5 If, at any time during the term of this Agreement, BellSouth is unable to contact Phone Club Corporation pursuant to the Notices provision hereof or any other contact information provided by Phone Club Corporation 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 Phone Club Corporation pursuant to the Notices section hereof.

3. Parity

When Phone Club Corporation 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 others, including its 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 Phone Club Corporation, or, if applicable under this Agreement, switching, 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 Phone Club Corporation 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 Phone Club Corporation End Users for the same length of time it maintains such information for its own End Users.

- 4.2 Subpoenas Directed to Phone Club Corporation. Where BellSouth is providing resold services to Phone Club Corporation, or, if applicable under this Agreement, switching, then Phone Club Corporation agrees that in those cases where Phone Club Corporation receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Phone Club Corporation End Users, and where Phone Club Corporation does not have the requested information, Phone Club Corporation will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 4.1 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 Phone Club Corporation Liability. In the event that Phone Club Corporation 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 Phone Club Corporation's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of Phone Club Corporation under this Agreement.
- 5.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to Phone Club Corporation for any act or omission of another entity providing any services to Phone Club Corporation.
- 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 Phone Club Corporation pursuant to Attachment 4 hereof shall be credited against any damages otherwise payable to Phone Club Corporation 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 the other Party'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 Phone Club Corporation 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. Except as expressly set forth in Section 6.2, 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 Phone Club Corporation, 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 Phone Club Corporation, 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

Pursuant to 47 USC § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to Phone Club Corporation any entire resale agreement filed and approved pursuant to 47 USC § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

12 Modification of Agreement

- 12.1 If Phone Club Corporation 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 Phone Club Corporation to notify BellSouth of said change, request that an amendment to this Agreement, if necessary, be executed to reflect said change and notify the appropriate state commission of such modification of company structure in accordance with the state rules governing such modification in company structure if applicable. Additionally, Phone Club Corporation shall provide BellSouth with any necessary supporting documentation.
- 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 Phone Club Corporation or BellSouth to perform any material terms of this Agreement, Phone Club Corporation 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 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 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 and Transfers

18.1 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 Phone Club Corporation 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, Phone Club Corporation shall not be permitted to assign this Agreement in whole or in part to any entity unless either (1) Phone Club Corporation pays all bills, past due and current, under this Agreement, or (2) Phone Club Corporation's assignee expressly assumes liability for payment of such bills.

- 18.2 In the event that Phone Club Corporation desires to transfer any services hereunder to another provider of Telecommunications Service, or Phone Club Corporation 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.

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

Phone Club Corporation

168 SE 1st Street
Suite 705
Miami, FL 33131
phoneclubcorp@aol.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, Phone Club Corporation shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Phone Club Corporation. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation 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 true-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 Phone Club Corporation 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 Phone Club Corporation 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 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.

Resale Agreement
General Terms and Conditions
Signature Page

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

BellSouth Telecommunications, Inc.

Phone Club Corporation

By: Kristen E. Rowe

By: Carlos F. Jordan

Name: Kristen E. Rowe

Name: CARLOS F. JORDAN

Title: Director

Title: PRESIDENT

Date: 3/17/05

Date: 3-12-05

Attachment 1

Resale

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Resale Discounts and Rates Exhibit D

RESALE

1. Discount Rates

- 1.1 The discount rates applied to Phone Club Corporation 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 Phone Club Corporation for the purposes of resale to Phone Club Corporation'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 Phone Club Corporation, 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 Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation must resell services to other End Users.
- 3.2.2 Phone Club Corporation cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.
- 3.3 Phone Club Corporation 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 Phone Club Corporation for said services.
- 3.4 Phone Club Corporation 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 Phone Club Corporation. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of Phone Club Corporation. 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 Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation, BellSouth will provide Phone Club Corporation with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Phone Club Corporation acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Phone Club Corporation 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, Phone Club Corporation 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 Phone Club Corporation to designate up to 100 intermediate telephone numbers per CLLIC, for Phone Club Corporation's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. Phone Club Corporation 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 Phone Club Corporation's End Users, pursuant to Section 6 of the General Terms and Conditions.
- 3.13 If Phone Club Corporation 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, Phone Club Corporation 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 Phone Club Corporation remain the property of BellSouth.
- 3.15 White page directory listings for Phone Club Corporation End Users will be provided in accordance with Section 8 below.
- 3.16 Service Ordering and Operations Support Systems (OSS)
- 3.16.1 Phone Club Corporation 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 Phone Club Corporation may submit a Local Service Request (LSR) electronically as set forth in Attachment 2 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 Phone Club Corporation 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. Phone Club Corporation 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 ("MWT"), 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 Phone Club Corporation 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 Phone Club Corporation acquires an End User whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to Phone Club Corporation that Special Assembly at the wholesale discount at Phone Club Corporation's option. Phone Club Corporation 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 Phone Club Corporation customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation, and Phone Club Corporation 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 Phone Club Corporation

- 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 state of Florida.
- 4.1.3 BellSouth reserves the right to periodically audit services purchased by Phone Club Corporation to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.
- 4.4 If Phone Club Corporation 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. 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.

- 4.5.1 When Phone Club Corporation assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.
- 4.5.2 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 Phone Club Corporation.
- 4.5.3 Phone Club Corporation 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.
- 4.5.4 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 Phone Club Corporation 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 Phone Club Corporation accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 Phone Club Corporation will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, Phone Club Corporation shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth will bill Phone Club Corporation 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 Phone Club Corporation'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, Phone Club Corporation will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to

establish accounts for resold services ("master account"). Phone Club Corporation 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.

- 6.2 Phone Club Corporation shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that Phone Club Corporation 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 Phone Club Corporation's End User.
- 6.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from Phone Club Corporation to BellSouth or will accept a request from another CLEC for conversion of the End User's service from Phone Club Corporation to such other CLEC. Upon completion of the conversion BellSouth will notify Phone Club Corporation 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 Phone Club Corporation's End User on behalf of, and at the request of, Phone Club Corporation. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of Phone Club Corporation.
- 7.1.2 At the request of Phone Club Corporation, BellSouth will disconnect a Phone Club Corporation End User.
- 7.1.3 All requests by Phone Club Corporation for denial or disconnection of an End User for nonpayment must be in writing.
- 7.1.4 Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation and/or the End User against any claim, loss or damage arising from providing this information to Phone Club Corporation. It is the responsibility of Phone Club Corporation 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 Phone Club Corporation and its End Users access to white pages directory listings under the following terms:
- 8.1.2 Listings. Phone Club Corporation shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Phone Club Corporation 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 Phone Club Corporation and BellSouth End Users. Phone Club Corporation 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. Phone Club Corporation will be required to provide to BellSouth the names, addresses and telephone numbers of all Phone Club Corporation 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 Phone Club Corporation End Users in Directory Assistance Database. BellSouth will include and maintain Phone Club Corporation End User listings in BellSouth's Directory Assistance databases. Phone Club Corporation shall provide such Directory Assistance listings to BellSouth at no charge.
- 8.1.5 Listing Information Confidentiality. BellSouth will afford Phone Club Corporation'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 Phone Club Corporation provides listing information to BellSouth as set forth in Section 8.1.2 above, BellSouth shall provide to Phone Club Corporation one (1) basic White Pages directory listing per Phone Club Corporation 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 Phone Club Corporation End User at no charge or as specified in a separate agreement between Phone Club Corporation and BellSouth's agent.
- 8.3 Procedures for submitting Phone Club Corporation 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 Phone Club Corporation authorizes BellSouth to release all Phone Club Corporation SLI provided to BellSouth by Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation for BellSouth's receipt of Phone Club Corporation 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 Phone Club Corporation's SLI, or costs on an ongoing basis to administer the release of Phone Club Corporation SLI, Phone Club Corporation 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 Phone Club Corporation's SLI, Phone Club Corporation will be notified. If Phone Club Corporation does not wish to pay its proportionate share of these reasonable costs, Phone Club Corporation may instruct BellSouth that it does not wish to release its SLI to independent publishers, and Phone Club Corporation shall amend this Agreement accordingly. Phone Club Corporation 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 Phone Club Corporation under this Agreement. Phone Club Corporation 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 Phone Club Corporation listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Phone Club Corporation any complaints received by BellSouth relating to the accuracy or quality of Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation.

- 9.2.15 Provide call records to Phone Club Corporation 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. 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.
- 9.3.1 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by Phone Club Corporation'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. BellSouth shall update End User listings changes daily. These changes include:
- 9.4.1 New End User connections
- 9.4.2 End User disconnections
- 9.4.3 End User address changes
- 9.4.4 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 9.4.5 Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Phone Club Corporation to the BellSouth Tops. The calls are routed to "No Announcement."
- 10. Branding for Wholesale Operator Call Processing and Directory Assistance**
- 10.1 BellSouth's branding feature provides a definable announcement to Phone Club Corporation End Users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such End Users in queue or connecting them to an available operator or automated operator system. This feature allows Phone Club Corporation to have its calls custom branded with Phone Club Corporation's name on whose behalf BellSouth is providing DA and/or OCP. Rates for the branding features are set forth in Exhibit D of this Attachment.
- 10.2 BellSouth offers three branding options to Phone Club Corporation when ordering BellSouth's DA and OCP: BellSouth Branding, Unbranding and Custom Branding.

- 10.3 Upon receipt of the custom branding order from Phone Club Corporation, the order is considered firm after ten (10) business days. Should Phone Club Corporation decide to cancel the order, Phone Club Corporation must provide written notification to Phone Club Corporation's Local Contract Manager. If Phone Club Corporation decides to cancel after ten (10) business days from receipt of the custom branding order, Phone Club Corporation shall pay all charges per the order. For branding and unbranding via Originating Line Number Screening (OLNS), Phone Club Corporation must contact its account team to initiate the order via the OLNS Branding Order form.
- 10.4 Branding via Originating Line Number Screening (OLNS). BellSouth Branding, Unbranding and Custom Branding are also available for DA, OCP or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, Phone Club Corporation shall not be required to purchase dedicated trunking.
- 10.5 BellSouth Branding is the default branding offering.
- 10.5.1 For BellSouth to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, Phone Club Corporation must have its Operating Company Number (OCN(s)) and telephone numbers reside in BellSouth's LIDB. To implement Unbranding and Custom Branding via OLNS software, Phone Club Corporation must submit a manual order form which requires, among other things, Phone Club Corporation's OCN and a forecast, pursuant to the appropriate BellSouth form provided, for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. Phone Club Corporation shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Phone Club Corporation's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Phone Club Corporation End Users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

11. Line Information Database (LIDB)

- 11.1 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.
- 11.2 Where Phone Club Corporation is purchasing Resale services BellSouth shall utilize BellSouth's service order generated from Phone Club Corporation LSR's to populate LIDB with Phone Club Corporation's End User information BellSouth provides access to information in its LIDB, including Phone Club Corporation End User information, to various providers of Telecommunications Services via queries to LIDB pursuant to applicable tariffs. Information stored for Phone Club

Corporation, pursuant to this Agreement, shall be available to those Telecommunications Service providers.

- 11.2.1 When necessary for fraud control measures, BellSouth may perform additions, updates and deletions of Phone Club Corporation data to the LIDB (e.g., calling card deactivation).
- 11.3 Responsibilities of the Parties
 - 11.3.1 BellSouth will administer the data provided by Phone Club Corporation pursuant to this Agreement in the same manner as BellSouth administers its own data.
 - 11.3.2 Phone Club Corporation is responsible for completeness and accuracy of the data being provided to BellSouth.
 - 11.3.3 BellSouth shall not be responsible to Phone Club Corporation 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.

12. RAO Hosting

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

13. Optional Daily Usage File (ODUF)

- 13.1 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.
- 13.2 BellSouth will provide ODUF service upon written request.

14. Enhanced Optional Daily Usage File (EODUF)

- 14.1 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.
- 14.2 BellSouth will provide EODUF service upon written request.

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

Type of Service	FL		FL		FL		FL		FL		FL		FL		FL		FL		
	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															
2 Promotions - > 90 Days (Note 2 & 3)			Yes	Yes															
3 Promotions - ≤ 90 Days (Note 2 & 3)			Yes	No															
4 Lifeline/Link Up Services			Yes	Yes															
5 911/E911 Services			Yes	Yes															
6 N11 Services (Note 1)			Yes	Yes															
7 MemoryCall® Service			Yes	No															
8 Mobile Services			Yes	No															
9 Federal Subscriber Line Charges			Yes	No															
10 Nonrecurring Charges			Yes	Yes															
11 End User Line Chg-Number Portability			Yes	No															
12 Public Telephone Access Svc(PTAS)			Yes	Yes															
13 Inside Wire Maint Service Plan			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 Phone Club Corporation, BellSouth will provide the Optional Daily Usage File (ODUF) service to Phone Club Corporation pursuant to the terms and conditions set forth in this section.
2. Phone Club Corporation shall furnish all relevant information required by BellSouth for the provision of the ODUF.
3. The ODUF feed provides Phone Club Corporation messages that were carried over the BellSouth network and processed by BellSouth for Phone Club Corporation.
4. Charges for ODUF will appear on Phone Club Corporation'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 Phone Club Corporation will be the responsibility of Phone Club Corporation. If, however, Phone Club Corporation should encounter significant volumes of errored messages that prevent processing by Phone Club Corporation within its systems, BellSouth will work with Phone Club Corporation 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 Phone Club Corporation:
 - 6.1.1.1 Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
 - 6.1.1.2 Measured local calls
 - 6.1.1.3 Directory Assistance messages
 - 6.1.1.4 IntraLATA Toll

- 6.1.1.5 WATS and 800 Service
- 6.1.1.6 N11
- 6.1.1.7 Information Service Provider Messages
- 6.1.1.8 Operator Services Messages
- 6.1.1.9 Operator Services Message Attempted Calls
- 6.1.1.10 Credit/Cancel Records
- 6.1.1.11 Usage for Voice Mail Message Service
- 6.1.2 Rated Incollets (messages BellSouth receives from other revenue accounting offices) appear on ODUF. Rated Incollets will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollets 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 Phone Club Corporation.
- 6.1.4 In the event that Phone Club Corporation detects a duplicate on ODUF they receive from BellSouth, Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation for the purpose of data transmission. Where a dedicated line is required, Phone Club Corporation will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Phone Club Corporation 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 Phone Club Corporation'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 Phone Club Corporation. Additionally, all message toll charges associated with the use of the dial circuit by Phone Club Corporation will be the responsibility of Phone Club Corporation. 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 Phone Club Corporation end for the purpose of data transmission will be the responsibility of Phone Club Corporation.

6.2.3 If Phone Club Corporation utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Phone Club Corporation.

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 Phone Club Corporation which BellSouth RAO is sending the message. BellSouth and Phone Club Corporation will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Phone Club Corporation and resend the data as appropriate.

6.4 ODUF Pack Rejection

6.4.1 Phone Club Corporation 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. Phone Club Corporation will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Phone Club Corporation by BellSouth.

6.5 ODUF Control Data

Phone Club Corporation will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Phone Club Corporation'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 Phone Club Corporation for reasons stated in the above section.

6.6 ODUF Testing

- 6.6.1 Upon request from Phone Club Corporation, BellSouth shall send ODUF test files to Phone Club Corporation. The Parties agree to review and discuss the ODUF file content and/or format. For testing of usage results, BellSouth shall request that Phone Club Corporation set up a production (live) file. The live test may consist of Phone Club Corporation's employees making test calls for the types of services Phone Club Corporation requests on ODUF. These test calls are logged by Phone Club Corporation, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within thirty (30) days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from Phone Club Corporation, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Phone Club Corporation 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. Phone Club Corporation 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 Phone Club Corporation'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 Phone Club Corporation will be the responsibility of Phone Club Corporation. If, however, Phone Club Corporation should encounter significant volumes of errored messages that prevent processing by Phone Club Corporation within its systems, BellSouth will work with Phone Club Corporation to determine the source of the errors and the appropriate resolution.
7. EODUF Specifications.
 - 7.1 EODUF Usage To Be Transmitted
 - 7.1.1 The following messages recorded by BellSouth will be transmitted to Phone Club Corporation:
 - 7.1.1.1 Customer usage data for flat rated local call originating from Phone Club Corporation's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:
 - 7.1.1.1.1 Date of Call
 - 7.1.1.1.2 From Number
 - 7.1.1.1.3 To Number

- 7.1.1.1.4 Connect Time
- 7.1.1.1.5 Conversation Time
- 7.1.1.1.6 Method of Recording
- 7.1.1.1.7 From RAO
- 7.1.1.1.8 Rate Class
- 7.1.1.1.9 Message Type
- 7.1.1.1.10 Billing Indicators
- 7.1.1.1.11 Bill to Number
- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to O DUF. Any duplicate messages detected will be deleted and not sent to Phone Club Corporation.
- 7.1.3 In the event that Phone Club Corporation detects a duplicate on EODUF they receive from BellSouth, Phone Club Corporation will drop the duplicate message and will not return the duplicate to BellSouth.
- 7.2 EODUF Physical File Characteristics
 - 7.2.1 EODUF feed will be distributed to Phone Club Corporation via Secure File Transfer Protocol (FTP). The EODUF messages will be intermingled among Phone Club Corporation'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.
 - 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Phone Club Corporation for the purpose of data transmission. Where a dedicated line is required, Phone Club Corporation will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Phone Club Corporation 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 Phone Club Corporation. Additionally, all message toll charges

associated with the use of the dial circuit by Phone Club Corporation will be the responsibility of Phone Club Corporation. 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 Phone Club Corporation's end for the purpose of data transmission will be the responsibility of Phone Club Corporation.

- 7.2.3 If Phone Club Corporation utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Phone Club Corporation.
- 7.3 EODUF Packing Specifications
 - 7.3.1 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.
 - 7.3.2 The OCN, From (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Phone Club Corporation which BellSouth RAO is sending the message. BellSouth and Phone Club Corporation will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Phone Club Corporation and resend the data as appropriate.

Resale Discounts & Rates - Florida										Attachment: 1		Exhibit: D								
CATEGORY	RATE ELEMENTS	Interi...	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	OSS Rates(\$)							
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEK	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				SOMEK	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											
BRANDING - DIRECTORY ASSISTANCE																				
Branding																				
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00													
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00													
Unbranding via OLNS for Wholesale CLEC																				
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00													
	Loading of DA per Switch per OCN					16.00	16.00													
BRANDING - OPERATOR CALL PROCESSING																				
Branding																				
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00													
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00													
Unbranding via OLNS for Wholesale CLEC																				
	Loading of OA per OCN (Regional)					1,200.00	1,200.00													
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														

Attachment 2

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

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

- 1.1 BellSouth shall provide to Phone Club Corporation nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that Phone Club Corporation can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide Phone Club Corporation 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 Phone Club Corporation and other CLECs in the aggregate.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

- 2.1 BellSouth shall provide Phone Club Corporation nondiscriminatory access to its OSS and the necessary information contained therein in order that Phone Club Corporation 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 Phone Club Corporation to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for Phone Club Corporation'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 Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation 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. Phone Club Corporation shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. Phone Club Corporation shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, Phone Club Corporation 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. Phone Club Corporation 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 Phone Club Corporation's access to customer record information. If a BellSouth audit of Phone Club Corporation's access to customer record information reveals that Phone Club Corporation is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to Phone Club Corporation may take corrective action, including but not limited to suspending or terminating Phone Club Corporation'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 Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation shall place orders for services by submitting a local service request ("LSR") to BellSouth. BellSouth shall bill Phone Club Corporation an electronic service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means of an electronic interface. BellSouth shall bill Phone Club Corporation a manual service order charge at the rate set forth in the applicable Attachment to 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 Phone Club Corporation may submit an LSR to request that an End User's service be temporarily suspended, denied, or restored. Alternatively, Phone Club Corporation may submit a list of such End Users if Phone Club Corporation 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 an additional electronic or manual service order charge 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 Phone Club Corporation 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 set forth in BellSouth's State E Tariff, Section 13.2, 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 Phone Club Corporation, BellSouth will not assess Phone Club Corporation 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 Phone Club Corporation (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Phone Club Corporation 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 No. 1 Tariff, Section 13.3.1 (E).

2.4.2 Cancellation Charges. If Phone Club Corporation 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.

2.5 Maintenance and Repair. BellSouth will make available to Phone Club Corporation 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

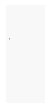
and are incorporated herein by reference. The process by which BellSouth and Phone Club Corporation will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and Phone Club Corporation 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 Phone Club Corporation reports a trouble and no trouble actually exists on the BellSouth portion, BellSouth will charge Phone Club Corporation 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 Phone Club Corporation (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Phone Club Corporation 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 No. 1 Tariff, Section 13.3.1 (E).
- 2.6 Billing. BellSouth will provide Phone Club Corporation nondiscriminatory access to billing information as specified in Attachment 3 to this Agreement.
- 2.7 Change Management. BellSouth and Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation 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 at the rates set forth in the applicable Attachment of this Agreement.

3. MISCELLANEOUS

- 3.1 Pending Orders. To the extent that Phone Club Corporation submits an LSR with incomplete, incorrect or conflicting information, BellSouth will return the LSR to Phone Club Corporation for clarification. Phone Club Corporation shall respond to the request for clarification within thirty (30) days by submitting a supplemental LSR. If Phone Club Corporation does not submit a supplement LSR within thirty (30) days, BellSouth will cancel the original LSR and Phone Club Corporation shall be required to submit a new LSR, with a new PON.
- 3.2 Single Point of Contact. Phone Club Corporation will be the single point of contact with BellSouth for ordering activity for resold services used by Phone Club Corporation 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. Phone Club Corporation 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 resold service being used by Phone Club Corporation 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 Phone Club Corporation that such a request has been processed but will not be required to notify Phone Club Corporation in advance of such processing.
- 3.2.1 Neither BellSouth nor Phone Club Corporation 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 4 of this Agreement.
- 3.2.3 Use of Facilities. When an End User of Phone Club Corporation elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Phone Club Corporation by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer service from an End User or from a CLEC. BellSouth will notify Phone Club Corporation that such a request has been processed after the disconnect order has been completed.

- 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 Phone Club Corporation for authorization to close a ticket. BellSouth will place trouble tickets in delayed maintenance status after making a reasonable effort to contact Phone Club Corporation 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 Phone Club Corporation'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 Phone Club Corporation, which has the billing relationship with that End User, and Phone Club Corporation may pass such charge to the End User.



Attachment 3
Billing

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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 Phone Club Corporation 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 Phone Club Corporation, Phone Club Corporation 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 Phone Club Corporation'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 BellSouth's FCC No. 1 Tariff, 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 Phone Club Corporation 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 Phone Club Corporation, and Phone Club Corporation 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, and franchise fees, unless otherwise ordered by a Commission.
 - 1.1.5 BellSouth will not perform billing and collection services for Phone Club Corporation 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, Phone Club Corporation 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, Phone Club Corporation 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 Phone Club Corporation.

1.2.1 Company Identifiers. If Phone Club Corporation needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively "Company Identifiers") under which it operates when Phone Club Corporation has already been conducting business utilizing those Company Identifiers, Phone Club Corporation 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 Phone Club Corporation's End User records and any other changes to BellSouth systems or Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation entity purchasing Services under this Agreement. Upon BellSouth's receipt of a properly completed tax exemption certificate, subsequent billings to Phone Club Corporation will not include those taxes or fees from which Phone Club Corporation is exempt. Prior to receipt of a properly completed exemption certificate, BellSouth shall bill, and Phone Club Corporation shall pay all applicable taxes and fees. In the event that Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation and at Phone Club Corporation's sole expense, pursue such refund claim on behalf of Phone Club Corporation, provided that Phone Club Corporation 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 Phone Club Corporation. Phone Club Corporation shall be solely responsible for the computation, tracking,

reporting and payment of all taxes and fees associated with the services provided by Phone Club Corporation to its End Users.

- 1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon BellSouth's request, Phone Club Corporation shall complete the BellSouth Credit Profile (BellSouth form) and provide information to BellSouth regarding Phone Club Corporation's credit and financial condition. Based on BellSouth's analysis of the BellSouth Credit Profile and other relevant information regarding Phone Club Corporation's credit and financial condition, BellSouth reserves the right to require Phone Club Corporation to provide BellSouth with a suitable form of security deposit for Phone Club Corporation's account(s). If, in BellSouth's sole discretion, circumstances so warrant and/or Phone Club Corporation's gross monthly billing has increased, BellSouth reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in Phone Club Corporation's "accounts receivables and proceeds".
- 1.3.1 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 Phone Club Corporation. Any such security deposit shall in no way release Phone Club Corporation from its obligation to make complete and timely payments of its bill(s). If BellSouth requires Phone Club Corporation to provide a security deposit, Phone Club Corporation shall provide such security deposit prior to the inauguration of service or within fifteen (15) days of BellSouth's request, as applicable. Deposit request notices will be sent to Phone Club Corporation via certified mail or overnight delivery. 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).
- 1.3.2 Security deposits collected under this Section 1.3 shall not exceed two (2) months' estimated billing. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if Phone Club Corporation has received service from BellSouth during such period at a level comparable to that anticipated to occur over the next six (6) months. If either Phone Club Corporation or BellSouth has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, Phone Club Corporation and BellSouth shall agree on a level of estimated billings based on all relevant information.
- 1.3.3 In the event Phone Club Corporation fails to provide BellSouth with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to Phone Club Corporation may be Suspended, Discontinued or Terminated in accordance

with the terms of Section 1.5 below. Upon Termination of services, BellSouth shall apply any security deposit to Phone Club Corporation's final bill for its account(s).

- 1.3.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by Phone Club Corporation as security under this Agreement, Phone Club Corporation shall renew such letter of credit or provide BellSouth with evidence that Phone Club Corporation has obtained a suitable replacement for the letter of credit. If Phone Club Corporation fails to comply with the foregoing, BellSouth shall thereafter be authorized to draw down the full amount of such letter of credit and utilize the cash proceeds as security for Phone Club Corporation account(s). If Phone Club Corporation provides a security deposit or additional security deposit in the form of a surety bond as required herein, Phone Club Corporation shall renew the surety bond or provide BellSouth with evidence that Phone Club Corporation has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If Phone Club Corporation fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Phone Club Corporation's account(s). If the credit rating of any bonding company that has provided Phone Club Corporation with a surety bond provided as security hereunder has fallen below B, BellSouth will provide written notice to Phone Club Corporation that Phone Club Corporation must provide a replacement bond or other suitable security within fifteen (15) days of BellSouth's written notice. If Phone Club Corporation fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Phone Club Corporation's account(s). Notwithstanding anything contained in this Agreement to the contrary, BellSouth shall be authorized to draw down the full amount of any letter of credit or take action on any surety bond provided by Phone Club Corporation as security hereunder if Phone Club Corporation defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.
- 1.4 Payment Responsibility. Payment of all charges will be the responsibility of Phone Club Corporation. Phone Club Corporation shall pay invoices by utilizing wire transfer services or automatic clearing house services. Phone Club Corporation shall make payment to BellSouth for all services billed including disputed amounts. BellSouth will not become involved in billing disputes that may arise between Phone Club Corporation and Phone Club Corporation's End User.
- 1.4.1 Payment Due. Payment for services provided by BellSouth, 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 Phone Club Corporation'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.

- 1.4.1.1 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 1.4.1.2, below, shall apply.
- 1.4.1.2 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, Phone Club Corporation 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 Phone Club Corporation. The procedures for discontinuing service to Phone Club Corporation are as follows:
 - 1.5.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:
 - 1.5.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.
 - 1.5.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's End Users or customers. Additionally, at the time of Discontinuance, BellSouth will remove any Local Service Freezes in place on the billed Party's End Users.
 - 1.5.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.

- 1.5.2 BellSouth reserves the right to Suspend, Discontinue 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 Phone Club Corporation of the rules and regulations of BellSouth's tariffs.
- 1.5.3 Suspension. 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 Phone Club Corporation that services will be Suspended if payment of such amounts, and all other amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above, or in the case of a security deposit request, in the manner set forth in Section 1.3.1: (1) within seven (7) days following such notice for CABS billed services; (2) within fifteen (15) days following such notice for CRIS and IBS billed services; and (3) within seven (7) days following such notice for security deposit requests.
- 1.5.3.1 The Suspension notice shall also provide that all past due charges for CRIS and IBS billed services, and all other amounts that become past due for such services before Discontinuance, , must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CRIS and IBS billed services.
- 1.5.3.2 For CABS billed services, BellSouth will provide a Discontinuance notice that is separate from the Suspension notice, that all past due charges for CABS billed Services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CABS billed services. This Discontinuance notice may be provided at the same time that BellSouth provides the Suspension notice.
- 1.5.4 Discontinuance. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, BellSouth will provide written notice that BellSouth may Discontinue the provision of existing services to Phone Club Corporation 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 1.4.1 above or in the case of a deposit in accordance with Section 1.3.1, 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 1.5.5.
- 1.5.5 BellSouth may take the action to Discontinue the provision of existing service upon fifteen (15) 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)

Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

1.5.6 In the case of Discontinuance of services, all billed charges, as well as applicable disconnect charges, shall become due.

1.5.7 Phone Club Corporation is solely responsible for notifying the End User of the Discontinuance of service. If, within seven (7) days after Phone Club Corporation's services have been Discontinued, Phone Club Corporation 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 Phone Club Corporation.

1.5.7.1 Termination. If within seven (7) days after Phone Club Corporation's service has been Discontinued and Phone Club Corporation has failed to pay all past due charges as described above, then Phone Club Corporation's service will be Terminated.

1.6 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, disconnection of services for nonpayment of charges, and rejection of additional orders from Phone Club Corporation, shall be forwarded to the individual and/or address provided by Phone Club Corporation in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by Phone Club Corporation as the contact for billing. 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 Phone Club Corporation to BellSouth's billing organization, the notice of discontinuance of services purchased by Phone Club Corporation under this Agreement provided for in Section 1.5.4 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 Phone Club Corporation 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) days of the notification date. Within five (5) business days of BellSouth's denial, or partial denial, of the billing dispute, if Phone Club Corporation is not satisfied with BellSouth's resolution of the billing dispute or if no response to the billing dispute has been received by Phone Club Corporation by such sixtieth (60th) day, Phone Club Corporation 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.
- 2.2 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 Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation, any credits and interest due to Phone Club Corporation as a result thereof shall be applied to Phone Club Corporation'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>.

Attachment 5

BellSouth Disaster Recovery Plan

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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 Phone Club Corporation is entitled to order any 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 Phone Club Corporation makes a request of BellSouth to provide a new or modified 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 Phone Club Corporation 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 Phone Club Corporation's designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e. a BFR). The request shall be sent to Phone Club Corporation'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 Phone Club Corporation 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 Phone Club Corporation by providing a preliminary analysis of the new or modified 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 service option or confirm that BellSouth will not offer the new or modified service option.
- 1.5 For any new or modified service option not ordered by the FCC or Commission, if the preliminary analysis states that BellSouth will offer the new or modified 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 service option and the date the request can be met. If the preliminary analysis states that BellSouth will not offer the new or modified 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 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 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 Phone Club Corporation's requested date.

1.6 For any new or modified 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 Phone Club Corporation 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 Phone Club Corporation accepts the complex request evaluation fee proposed by BellSouth, Phone Club Corporation 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 Phone Club Corporation by providing a preliminary analysis, consistent with Section 1.4 of this Attachment 11.

1.7 Phone Club Corporation may cancel a BFR at any time up until thirty (30) business days after receiving BellSouth's preliminary analysis. If Phone Club Corporation 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 Phone Club Corporation will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR. If Phone Club Corporation 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 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 Phone Club Corporation's accurate BFR application for a service option that is operational at the time of the request; thirty (30) business days of receipt of Phone Club Corporation's accurate BFR application for a new or modified service option ordered by the FCC or Commission; and within sixty (60) business days of receipt of Phone Club Corporation's accurate BFR application for a new or modified 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 Phone Club Corporation 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 Phone Club Corporation agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act.
- 1.12 If Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation'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 Phone Club Corporation 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 Phone Club Corporation 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 Phone Club Corporation'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 Phone Club Corporation 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 Phone Club Corporation accepts the complex request evaluation fee amount proposed by BellSouth, Phone Club Corporation 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 Phone Club Corporation by providing a preliminary analysis of such Requested NBR Services.
- 2.8 Phone Club Corporation may cancel an NBR at any time. If Phone Club Corporation cancels the request more than ten (10) business days after submitting it, Phone Club Corporation 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 Phone Club Corporation will have thirty (30) business days from receipt of the preliminary analysis to accept the preliminary analysis or cancel the NBR. If Phone Club Corporation 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 Phone Club Corporation'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 Phone Club Corporation'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 Phone Club Corporation 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 Phone Club Corporation'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.