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September 15, 2009

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Ms. Ann Cole, Commission Clerk
Office of the Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

**Re: Docket No. 090258-TP: Complaint of dPi Teleconnect, L.L.C. against
BellSouth Telecommunications, Inc. d/b/a AT&T Florida for dispute
arising under interconnection agreement**

Dear Ms. Cole:

Enclosed is an original and ¹⁵six copies of BellSouth Telecommunications, Inc. d/b/a AT&T Florida's Direct Testimony of Nicole W. Bracy, P.L. (Scot) Ferguson and Kristy A. Seagle along with corresponding exhibits, which we ask that you file in the captioned docket.

Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Manuel A. Gurdian

cc: All parties of record
Jerry Hendrix
Gregory R. Follensbee
E. Earl Edenfield, Jr.

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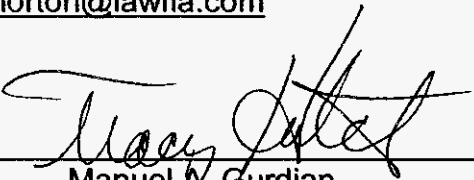
CERTIFICATE OF SERVICE
Docket No. 090258-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and First Class U.S. Mail this 15th day of September, 2009 to the following:

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Manuel A. Gurdian

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AT&T FLORIDA
DIRECT TESTIMONY OF NICOLE W. BRACY
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 090258-TP
SEPTEMBER 15, 2009

Q. PLEASE STATE YOUR NAME, YOUR POSITION, AND YOUR BUSINESS ADDRESS.

A. My name is Nicole W. Bracy. I am employed by AT&T Operations, Inc. as a Sr. Product Marketing Manager. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I received a Bachelor of Science degree in Accounting from Auburn University in 1989, and I received a Masters in Business Administration from Nova Southeastern University in 1994. I joined BellSouth Telecommunications, Inc. (now doing business as AT&T Southeast and AT&T Florida) in 2000 as a Contract Negotiator in Interconnection Services. In 2005, I became a Subject Matter Expert for Contract Negotiations. In 2008, I joined the Business Marketing Organization as a Senior Product Marketing Manager.

1 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

2

3 A. The purpose of my testimony is to present facts regarding: (1) the amount of
4 cashback promotional credits dPi has requested from AT&T Florida for billing
5 periods prior to July 2007 (when, as AT&T Florida witness Scot Ferguson
6 discusses in his testimony, AT&T Florida operated under its pre-merger policy on
7 cashback promotions); (2) the amount of cashback promotional credits dPi has
8 requested from AT&T Florida for billing periods from July 2007 to date; and (3)
9 the amount of cashback promotional credits requested from AT&T Florida to
10 which dPi is entitled for billing periods from July 2007 to date.

11

12 Q. WHICH ISSUES ARE ADDRESSED IN YOUR TESTIMONY?

13

14 A. In my testimony, I address Issues Nos. 1, 2(a) and 2(b) identified in Attachment A
15 to Order No. PSC-09-0499-PCO-TP that the Commission issued in this docket on
16 July 15, 2009. Those issues are:

17

1. Are dPi's claims time-barred for any reason, including without
18 limitation the applicable statute of limitations, the terms of the
19 parties' interconnection agreements, or application of equitable
20 doctrines such as laches, estoppel, or waiver?

21

2(a). Is dPi entitled to credits from AT&T Florida for the three
22 promotions, Cash Back \$100 Two Features (C2TF), Cash Back \$100
23 Discount Complete Choice, and the Cash Back \$50 2 Pack Plan?

24

2(b). If so, in what amount?

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I. FACTS REGARDING THE AMOUNT OF CASHBACK PROMOTIONAL CREDITS DPI HAS REQUESTED FROM AT&T FLORIDA FOR BILLING PERIODS PRIOR TO JULY 2007

Q. IN YOUR CURRENT POSITION, DO YOU HAVE ACCESS TO AT&T FLORIDA BUSINESS RECORDS THAT REFLECT THE AMOUNT OF CASHBACK PROMOTIONAL CREDITS DPI HAS REQUESTED FROM AT&T FLORIDA FOR BILLING PERIODS PRIOR TO JULY 2007?

A. Yes, I do.

Q. HAVE YOU REVIEWED THOSE RECORDS TO DETERMINE IF THEY ARE CONSISTENT WITH DPI'S CONTENTION THAT DPI HAS SOUGHT \$27,250 IN CASHBACK PROMOTIONAL CREDITS FROM AT&T FLORIDA FOR BILLING PERIODS PRIOR TO JULY 2007?

A. Yes, I have.

Q. DO AT&T FLORIDA'S RECORDS SUPPORT THE \$27,250 AMOUNT CLAIMED BY DPI?

A. AT&T Florida has records of dPi's having requested all but \$450 of this amount. This, of course, does not mean that AT&T Florida believes dPi is entitled to any of the promotional credits it is seeking in this proceeding.

1 Q. COULD YOU DESCRIBE THE TIMING AND AMOUNTS OF THE
2 VARIOUS DPI PROMOTIONAL CREDIT REQUESTS THAT ARE AT ISSUE
3 IN THIS PROCEEDING?
4

5 A. Yes. Exhibit NWB-1 to my testimony provides this information.
6

7 In its discovery responses in a companion proceeding before the North Carolina
8 Commission, dPi identified the promotional credit amounts it is seeking,
9 including the Florida-specific amount it is seeking in this docket. The first
10 column of Exhibit NWB-1 is the "Invoice#" information (or promotional credit
11 request description) for the Florida accounts identified in the discovery responses
12 dPi provided in the companion North Carolina proceeding.
13

14 The second column of Exhibit NWB-1 is the billing period for which the credit
15 was requested. This information is also taken directly from the Florida-specific
16 information in the discovery responses dPi provided in the companion North
17 Carolina proceeding.
18

19 The third column of Exhibit NWB-1 is explained by AT&T Florida witness
20 Kristy Seagle in her Direct Testimony.
21

22 The fourth column of Exhibit NWB-1 is based on my review of AT&T Florida's
23 records of cashback promotional credit requests submitted by Competitive Local
24 Exchange Carriers ("CLECs") like dPi. A "no" in that column indicates that

1 AT&T Florida has no records indicating that dPi submitted the promotional credit
2 request identified in the first column of Exhibit NWB-1.

3

4 The fifth and sixth columns of Exhibit NWB-1 are explained by AT&T Florida
5 witness Kristy Seagle in her Direct Testimony.

6

7 The seventh column of Exhibit NWB-1 is the amount of cashback promotional
8 credit dPi claims to have sought in the request identified in the first column of the
9 Exhibit. That information is taken directly from the Florida-specific information
10 in the discovery responses dPi provided in the companion North Carolina
11 proceeding.

12

13 Q. ACCORDING TO AT&T FLORIDA'S RECORDS, WHAT AMOUNT OF
14 CASHBACK PROMOTIONAL CREDITS HAS DPI REQUESTED FROM
15 AT&T FLORIDA FOR BILLING PERIODS PRIOR TO JULY 2007?

16

17 A. AT&T Florida's records indicate that for billing periods prior to July 2007, dPi
18 submitted \$26,800 in cashback promotions in Florida.

19

20 Q. DOES THAT \$26,800 AMOUNT REFLECT THE RESALE DISCOUNT
21 PERCENTAGE ADOPTED BY THIS COMMISSION?

22

23 A. No, it does not.

24

1 Q. PLEASE EXPLAIN WHAT YOU MEAN BY THAT.

2

3 A. Assume that the cashback amount of a promotional offering was \$50. dPi has
4 requested a credit in the full amount of \$50. If dPi were entitled to any cashback
5 promotional credits for billing periods prior to July 2007 (and it is not), it would
6 not be entitled to the full amount of the cashback component of the offering (\$50
7 in this example). At best, it would only be entitled to the amount of the cashback
8 component of the offering after that amount has been reduced by the resale
9 discount percentage adopted by this Commission.

10

11 Q. DID AT&T FLORIDA PROVIDE DPI ANY OF THE CASHBACK
12 PROMOTIONAL CREDITS IT REQUESTED FOR BILLING PERIODS
13 PRIOR TO JULY 2007?

14

15 A. No.

16

17 Q. WHEN DID YOU FIRST BECOME AWARE THAT DPI INTENDED TO
18 SEEK PAYMENT FOR CASHBACK PROMOTIONAL CREDIT REQUESTS
19 THAT IT HAD PREVIOUSLY SUBMITTED AND THAT AT&T FLORIDA
20 PREVIOUSLY HAD NOT PAID?

21

22 A. In early 2008.

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II. FACTS REGARDING THE AMOUNT OF CASHBACK PROMOTIONAL CREDITS DPI HAS REQUESTED FROM AT&T FLORIDA FOR BILLING PERIODS FROM JULY 2007 TO DATE.

Q. WHAT AMOUNT OF CASHBACK PROMOTIONAL CREDITS HAS DPI REQUESTED FROM AT&T FLORIDA FOR BILLING PERIODS FROM JULY 2007 TO DATE?

A. For billing periods from July 2007 through September 2009, dPi has requested \$114,620.62 in cashback promotional credits from AT&T Florida.

III. FACTS REGARDING THE AMOUNT OF CASHBACK PROMOTIONAL CREDITS FROM AT&T FLORIDA TO WHICH DPI IS ENTITLED FOR BILLING PERIODS FROM JULY 2007 TO DATE.

Q. IS DPI ENTITLED TO ALL OF THE \$114,620.62 IN CASH BACK PROMOTIONAL CREDITS IT HAS REQUESTED FROM AT&T FLORIDA SINCE JULY 2007?

A. No. At this time, AT&T Florida has reviewed \$109,421.65 of these cashback promotional credit requests¹ to determine if they should be granted. This review revealed that dPi was entitled to \$97,744.74 of these requested credits and that dPi is not entitled to \$11,676.91 of these requested credits.

¹ As of the date of the filing of this testimony, AT&T Florida has not yet reviewed the remaining \$5,198.97 of the \$114,620.62 in cashback promotional credits that dPi has submitted for the billing period from July 2007 to September 2009.

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Thus, dPi is entitled to approximately 89% of the \$109,421.65 of cashback promotional credit requests, and dPi is not entitled to approximately 11% of these cashback promotional requests.

Q. PLEASE EXPLAIN HOW AT&T FLORIDA REVIEWS THE CASHBACK PROMOTIONAL REQUESTS SUBMITTED BY RESELLERS LIKE DPI FOR BILLING PERIODS AFTER JULY 2007.

A. For most of these requests, AT&T Florida's mechanized systems extract information (including service order number) from the cashback promotional credit request submitted by the reseller (or the reseller's billing agent). The systems then compare the contents of the service order submitted by the reseller to requirements of the promotion to determine if the service order meets all of the promotional requirements.

In the past, for some cashback promotions, an end user could request the cashback offer only once in a given period of time. When a CLEC like dPi resold these types of promotions, a manual (as opposed to mechanized) review was conducted to determine if the end user had satisfied the same criteria an AT&T Florida end user would be required to satisfy.

1 Q. WHY WERE \$11,676.91 OF THE REQUESTS THAT HAVE BEEN
2 REVIEWED TO DATE DENIED?

3

4 A. These cashback promotional credit requests were denied either because dPi
5 requested the full (as opposed to the discounted) amount of the cashback
6 component of the promotion or because the dPi end user did not meet at least one
7 of the requirements that an AT&T Florida end user would have to meet to qualify
8 for the promotion.

9

10 Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

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12 A. Yes.

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AT&T FLORIDA
DIRECT TESTIMONY OF P.L. (SCOT) FERGUSON
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 090258-TP
SEPTEMBER 15, 2009

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH AT&T OPERATIONS, INC. ("AT&T"), AND YOUR BUSINESS ADDRESS.

A. My name is Scot Ferguson. I am an Associate Director in AT&T Operations' Wholesale organization. As such, I am responsible for certain issues related to wholesale policy, primarily related to the general terms and conditions of interconnection agreements throughout AT&T's operating regions, including Florida. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I graduated from the University of Georgia in 1973, with a Bachelor of Journalism degree. My career spans more than 35 years with Southern Bell, BellSouth Corporation, BellSouth Telecommunications, Inc., and AT&T. In addition to my current assignment, I have held positions in sales and marketing,

1 customer system design, product management, training, public relations,
2 wholesale customer and regulatory support, and wholesale contract negotiations.

3

4 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

5

6 A. My testimony presents AT&T Florida's policy positions on the issues raised by
7 the Complaint filed by dPi Teleconnect, L.L.C. ("dPi") with the Florida Public
8 Service Commission ("Commission") on May 1, 2009 and explains why, from a
9 policy perspective, dPi is not entitled to the promotion credits it is seeking in this
10 proceeding. The testimony of AT&T Florida witnesses Nicole Bracy and Kristy
11 Seagle present facts supporting these policy positions, and AT&T Florida's
12 counsel will present legal arguments supporting these positions in post-hearing
13 briefs and, if necessary, in oral argument.

14

15 Q. PLEASE SUMMARIZE WHAT IS AT ISSUE IN THIS COMPLAINT
16 PROCEEDING.

17

18 A. The issue is whether dPi Teleconnect, L.L.C. ("dPi") is entitled to retroactive
19 credits for cashback promotional offerings dating from November 2003 through
20 June 2007. AT&T Florida believes dPi is not entitled to these credits.

21

22 Q. PLEASE EXPLAIN HOW YOUR TESTIMONY IS ORGANIZED.

23

1 A. The first portion of my testimony (Sections I. to V.) provides information related
2 to Issue No. 2(a) and Issue No. 2(b) identified in Attachment A to Order No. PSC-
3 09-0499-PCO-TP that the Commission issued in this docket on July 15, 2009.
4 Those issues are:

5
6 2(a). Is dPi entitled to credits from AT&T for the three promotions, Cash
7 Back \$100 Two Features (C2TF), Cash Back \$100 Discount
8 Complete Choice, and the Cash Back \$50 2 Pack Plan?

9 2(b). If so, in what amount?
10

11 AT&T Florida submits that the answer to both of these questions is “no.”
12

13 The first portion of my testimony explains AT&T Florida’s position with respect
14 to cashback promotions and discusses specific policy reasons why the
15 Commission should deny dPi’s Complaint. I begin this portion of my testimony
16 with a general overview of AT&T Florida’s resale obligations pursuant to the
17 federal Telecommunications Act of 1996 (the “Act”) and how AT&T Florida and
18 dPi have incorporated such obligations into their interconnection agreement
19 (“Agreement”). Next, I discuss the details of the promotions at issue in this
20 complaint and why cashback promotions are not a telecommunications service
21 subject to resale. Then, I discuss AT&T Florida’s general position on the resale
22 of the cashback portion of its promotions prior to July 2007 and after July 2007.

1 Next, I discuss why AT&T Florida's decision not to resell the cashback
2 promotions at issue in this docket is reasonable and nondiscriminatory.

3

4 The second portion of my testimony (Section VI.) provides information related to
5 Issue No. 1 identified in Attachment A to Order No. PSC-09-0499-PCO-TP. That
6 issue is:

7 1. Are dPi's claims time-barred for any reason, including without
8 limitation the applicable statute of limitations, the terms of the
9 parties' interconnection agreements, or application of equitable
10 doctrines such as laches, estoppel, or waiver?

11

12 AT&T Florida submits that the answer to this question is "yes," and the second
13 portion of my testimony explains that dPi's complaint is untimely and does not
14 comply with the terms of the parties' Agreement.

15

16 **I. AT&T'S RESALE OBLIGATIONS**

17

18 Q. COULD YOU BRIEFLY EXPLAIN THE SOURCE OF AT&T'S RESALE
19 OBLIGATIONS?

20

21 A. Yes. I am not a lawyer, and our attorneys can address the specific details of
22 AT&T Florida's resale obligations in post-hearing briefs and, if necessary, during
23 oral argument. In order to put the remainder of my testimony in perspective,

1 however, I will provide a high-level overview of AT&T Florida's resale
2 obligations, subject to further explanation by our attorneys.

3

4 In general, the Act requires AT&T Florida, subject to certain conditions and
5 limitations, to offer for resale at wholesale rates any telecommunications service it
6 provides at retail to subscribers who are not telecommunications carriers. *See*
7 *generally*, 47 U.S.C. §§251(b)(1); 251(c)(4).

8

9 The FCC issued an order and adopted rules implementing these provisions,¹ and
10 in a proceeding involving AT&T Florida and a number of Competitive Local
11 Exchange Carriers ("CLECs"), this Commission issued an order establishing the
12 resale wholesale discount rate in Florida as 21.83% for residential services and
13 16.81% for business services.² As discussed in more detail below, AT&T Florida
14 and dPi agreed to and incorporated these rates into the two Agreements that were
15 in effect during the four-year period (from 2003 to 2007) relevant to dPi's
16 complaint.³ In the first Agreement, dated April 19, 2003, the relevant sections are

¹ *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, *First Report and Order*, 11 FCC Rcd 15499, ¶¶ 863-984 ("Local Competition Order"). *See also*, 47 C.F.R. §§ 51.601-51-617.

² *In the Matter of Petitions by AT&T Communications of the Southern States, Inc., MCI Telecommunications Corporation, MCI Metro Access Transmission Services, Inc., American Communications Services, Inc. and American Communications Services of Jacksonville, Inc. for arbitration of certain terms and conditions of a proposed agreement with BellSouth Telecommunications, Inc. concerning interconnection and resale under the Telecommunications Act of 1996*, Order No. PSC-96-1579-FOF-TP in Dockets No. 960833-TP, 960846-TP, and 960916-TP, *Final Order on Arbitration*, dated December 31, 1996, at p. 56.

³ A copy of each of these agreements (either in paper form or on a CD) is attached to my testimony as Exhibit PLF-1.

1 found in Attachment 1 – Resale, Sections 1.1 and 1.2. Both Sections 1.1 and 1.2
2 refer to Exhibit E of Attachment 1 for the discount rates.⁴ For the current
3 Agreement, the relevant sections are found in Attachment 1 – Resale, Sections 1.1
4 and 1.2. Both Sections 1.1 and 1.2 refer to Exhibit D of Attachment 1 for the
5 discount rates.⁵

6

7 Q. AS A PRACTICAL MATTER, WHAT DOES ALL OF THAT MEAN?

8

9 A. That means that when dPi makes an appropriate request to resell
10 telecommunications services that AT&T Florida sells to its own end users and
11 that are available for resale, AT&T Florida must sell those telecommunications
12 services to dPi at discounted wholesale prices so that dPi, in turn, can resell the
13 services to dPi's customers.

14

15 For example, assume that AT&T Florida's tariffed installation charge for a
16 particular telecommunications service that is available for resale is \$40 and that
17 AT&T Florida's tariffed monthly rate for the service is \$20. Assume further that
18 the resale discount is 20%.⁶ If dPi purchases the same service to resell to one of
19 its own qualifying end users, AT&T Florida would bill dPi \$32 for the installation

⁴ A copy of the relevant sections of the Agreement is attached to my testimony as Exhibit PLF-2.

⁵ A copy of the relevant sections of the Agreement is attached to my testimony as Exhibit PLF-3.

⁶ The actual discount rates established by the Commission are described above.

1 charge (the \$40 tariffed rate less the 20% resale discount) and \$16 for the monthly
2 rate (the \$20 tariffed rate less the 20% resale discount).

3

4 **II. THE PARTIES' INTERCONNECTION AGREEMENTS**

5

6 Q. HOW DO AT&T FLORIDA AND DPI WORK THESE RESELLER
7 OBLIGATIONS INTO THEIR BUSINESS RELATIONSHIP?

8

9 A. Like other obligations that arise under Section 251 of the Act, these reseller
10 obligations are addressed in Agreements into which the parties entered pursuant
11 to Section 252 of the Act.

12

13 Q. DID THE PARTIES ENTER INTO ONE OR MORE AGREEMENTS THAT
14 WERE IN EFFECT DURING THE NOVEMBER 2003 – JUNE 2007 TIME
15 PERIOD AT ISSUE IN THIS DOCKET?

16

17 A. Yes. As noted above, because the time period relevant to dPi's complaint spans
18 almost four years, there were two different Agreements in effect during that time
19 period, both of which were the result of voluntary negotiation (as opposed to
20 arbitration). The first of these two Agreements was signed in April 2003. The
21 second of these two Agreements was executed in April 2007, was in effect at the
22 time dPi filed this Complaint, and remains in effect.

23

1

2

III. THE PROMOTIONS AT ISSUE IN THIS PROCEEDING

3

4 Q. WHAT PROMOTIONS ARE THE SUBJECT OF THIS COMPLAINT
5 PROCEEDING?

6

7 A. This case involves the following three AT&T Florida cashback promotions:

8

9 AT&T's \$100 Cashback for 1FR + 2 Custom Calling or TouchStar
10 Features⁷;

11

12 AT&T's \$100 Cashback for Complete Choice, Area Plus with Complete
13 Choice and Preferred Pack⁸; and

14

15 AT&T's \$50 Cashback 2-Pack Bundle Plan.⁹

16

17 Q. PLEASE DESCRIBE THE \$100 CASHBACK FOR 1FR + 2 CUSTOM
18 CALLING OR TOUCHSTAR FEATURES PROMOTION.

⁷ In the tariff notification filed with the Florida Commission, the promotion was entitled "\$100 1FR + 2 Features Cash Back Offer". The General Subscriber Service Tariff reference was Section A2, Page 35.5.2.70.

⁸ In the tariff notification filed with the Florida Commission, the promotion was entitled "\$100 BellSouth PreferredPacksm – Complete Choice[®] (BPP-CC) Cash Back Offer". The General Subscriber Service Tariff reference was Section A2, Page 35.5.2.32.

⁹ In the tariff notification filed with the Florida Commission, the promotion was entitled "BellSouth Reacquisition 2-Pack Bundle Plan". The General Subscriber Service Tariff reference was Section A2, Page 35.6.42.

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A. With respect to the time period involved in this complaint, this promotion was available to qualifying AT&T Florida end users from August 2003 to February 2005. The promotion was offered to new residential end users who did not currently subscribe to AT&T Florida's local service and who purchased basic residential service plus at least two (2) qualifying Custom Calling or TouchStar features. When an AT&T Florida end user ordered and qualified for this promotion, AT&T Florida mailed the end user a \$100 Cashback coupon. The end user had to fill out the coupon and send it in with a copy of the first month's bill within 90 days of receipt in order to receive a \$100 check. This promotion was later amended to remove the requirement that the end user had to send in a copy of the first month's bill.

Q. PLEASE DESCRIBE THE \$100 CASHBACK FOR COMPLETE CHOICE, AREA PLUS WITH COMPLETE CHOICE AND PREFERRED PACK PROMOTION.

A. With respect to the time period involved in this complaint, this promotion was available to qualifying AT&T Florida end users beginning in June 2003, and continued past June 2007 – or beyond the timeframe at issue in this proceeding. The promotion was offered to returning AT&T Florida end users who did not currently subscribe to AT&T Florida's local service and had not had AT&T Florida's local service for at least 10 days prior to their service request. In

1 addition, the end user qualified for the promotion when he/she purchased AT&T
2 Florida's Complete Choice service offering, Area Plus with Complete Choice
3 service offering or PreferredPack Plan service offering. When an AT&T Florida
4 end user ordered and qualified for this promotion, AT&T Florida mailed the end
5 user a coupon for \$100 cashback. The end user had to mail in the completed
6 coupon, along with a copy of the end user's first month's bill showing the
7 purchase of eligible services, in order to receive a check for \$100. This
8 promotion was later amended to remove the requirement that the end user had to
9 send in a copy of the first month's bill.

10
11 Q. PLEASE DESCRIBE THE \$50 CASHBACK 2-PACK BUNDLE PLAN
12 PROMOTION.

13
14 A. With respect to the time period involved in this complaint, this promotion was
15 available to qualifying AT&T Florida end users from December 2005 to February
16 27, 2007. On February 28, 2007, this promotion was modified to reduce the
17 cashback reward to \$25, and the promotion continued beyond the timeframe at
18 issue in this proceeding. The promotion was offered to reacquisition end users
19 who purchased AT&T Florida's 2-Pack service offering plus an affiliate service
20 (such as long-distance, DirecTV, FastAccess DSL, or Cingular wireless service).
21 Such customers received the \$50 cashback coupon and optional voicemail
22 service. AT&T Florida's 2-Pack service offering is a packaged offering that
23 combines AT&T Florida's basic telephone service with specific features. When

1 an AT&T Florida end user ordered and qualified for this promotion, AT&T
2 Florida mailed the customer a coupon that the customer had to redeem in order to
3 receive a \$50 check (or, after February 27, 2007, a \$25 check).

4

5 Q. DO THESE THREE PROMOTIONS HAVE A COMMON CHARACTERISTIC
6 THAT IS RELEVANT TO THIS PROCEEDING?

7

8 A. Yes. The primary component of each of these three promotions is a cashback
9 offering. That is, if an AT&T Florida end user must purchase certain services at
10 the tariffed rate, the end user could receive a specified amount of cash back from
11 AT&T Florida, provided the customer returned the requisite coupon within the
12 allowable time period.

13

14 **IV. AT&T FLORIDA'S POSITION ON RESALE OF CASHBACK**
15 **PROMOTIONS.**

16

17 Q. IS THE CASHBACK ASPECT OF A PROMOTION A
18 "TELECOMMUNICATIONS SERVICE"?

19

20 A. No. The cashback component of a promotion is a marketing incentive – not a
21 telecommunications service. Although I am not an attorney, I understand that the
22 Act defines "telecommunications service" to mean the offering of
23 telecommunications for a fee and "telecommunications" is defined to mean "the

1 transmission, between or among points specified by the user, of information of the
2 user's choosing without change in the form of content of the information as sent
3 and received." Coupons or checks do not fall within any of these definitions.

4
5 Q. DID THESE CASHBACK PROMOTIONS CHANGE THE AMOUNT AT&T
6 FLORIDA BILLED AND THE CUSTOMER PAID FOR THE SERVICE?

7
8 A. No. AT&T Florida billed the customer the tariff rate, and the customer paid the
9 tariff rate for the service.

10
11 Q. WERE "MARKETING INCENTIVES" CONSIDERED IN ESTABLISHING
12 THE WHOLESALE DISCOUNT RATE IN FLORIDA?

13
14 A. Yes. The Florida Commission established the resale rates that AT&T Florida and
15 dPi adopted in both Agreements, and, consistent with the Act and the FCC's
16 guidance, the Florida Commission recognized marketing costs as one of the
17 "avoided costs" that the Commission was required to consider in setting the
18 discounted wholesale rates.¹⁰

19
20 Q. WHAT IS AT&T FLORIDA'S POSITION ON THE RESALE OF CASHBACK
21 PROMOTIONS?

22

¹⁰ *Local Competition Order*, ¶ 917.

1 A. That depends on the timeframe involved.

2

3 As explained in more detail below, prior to July 2007, AT&T Florida's position
4 was that the cashback portion of a promotion was not available for resale.
5 Assume, for example, that AT&T Florida offered a cashback promotion between
6 January 1, 2007, and May 1, 2007 by which an end user who purchased a
7 particular service with a tariffed monthly rate of \$40 would get \$20 cashback
8 from AT&T Florida. AT&T Florida's position was that a reseller could purchase
9 the service for \$32 (the \$40 tariffed rate less the hypothetical 20% resale discount
10 discuss earlier in my testimony), but AT&T Florida would not provide the reseller
11 any portion of the \$20 cashback amount.

12

13 From July 2007 forward, AT&T Florida makes the cashback portion of a
14 promotion is available for resale. Assume, for example, that AT&T Florida
15 offered a promotion between January 1, 2008, and May 1, 2008, by which an end
16 user who purchased a particular service with a tariffed monthly rate of \$40 would
17 get \$20 cash back from AT&T Florida. AT&T Florida's position is that a reseller
18 can purchase the service for \$32 (the \$40 tariffed rate less the hypothetical 20%
19 resale discount), and that AT&T Florida will provide the reseller a \$16 cashback
20 credit (the \$20 retail cashback amount less the hypothetical 20% resale discount),
21 assuming of course that the services involved in the promotion are
22 telecommunications services that are subject to the resale requirement and the

1 CLEC's end user met the same qualifications an AT&T Florida end user would
2 have to meet to participate in the promotion.

3

4 Q. IT MAY APPEAR THAT AT&T FLORIDA CHANGED ITS POSITION IN
5 JULY 2007 BASED ON A FOURTH CIRCUIT COURT OPINION THAT
6 AFFIRMED ORDERS ISSUED BY THE NORTH CAROLINA UTILITIES
7 COMMISSION. IS THAT WHAT HAPPENED?

8

9 A. No, as explained below, the change in position in July 2007 was not the result of
10 the Fourth Circuit's decision. Instead, it was the result of a decision by the
11 recently-merged AT&T to standardize its resale position across the 22 states in
12 which it operates as an incumbent local exchange carrier ("ILEC").

13

14 **A. AT&T FLORIDA'S POSITION ON RESALE OF**
15 **CASHBACK PROMOTIONS PRIOR TO JULY 2007**

16

17 Q. PLEASE REMIND US OF AT&T FLORIDA'S GENERAL POSITION ON THE
18 RESALE OF THE CASHBACK COMPONENT OF PROMOTIONS PRIOR TO
19 JULY 2007.

20

21 A. Prior to July 2007, AT&T Florida's general position was that the cashback aspect
22 of a promotion was not available for resale.

23

1 Q. WHAT WAS THE BASIS OF AT&T FLORIDA'S POSITION REGARDING
2 THE AVAILABILITY FOR RESALE OF CASHBACK PROMOTIONS PRIOR
3 TO JULY 2007?

4
5 A. As I mentioned before, I am not a lawyer and cannot address the details of the
6 legal basis for the position. AT&T Florida's attorneys can address those details in
7 post-hearing briefs and, if necessary, during oral argument. At a high level,
8 however, AT&T Florida's position was that the cashback portion of such
9 promotions was not a telecommunications service that is subject to the resale
10 obligations of federal law because only "telecommunications services" are subject
11 to the Act's resale obligations. The cashback component of such promotions is a
12 one-time marketing expense that did not reduce the retail price of the
13 telecommunications service. The customer continued to be billed the full retail
14 price for such service.

15
16 Q. FROM A POLICY PERSPECTIVE, WHAT IS THE SIGNIFICANCE OF THE
17 FACT THAT THE CASHBACK COMPONENT IS A MARKETING
18 EXPENSE?

19
20 A. "Marketing expenses" are factored into the wholesale discount rate that this
21 Commission has already set, because the Act and the FCC's rules and orders
22 implementing it require wholesale prices for telecommunications services to
23 exclude an ILEC's avoided costs, including marketing expenses. Granting dPi an

1 additional discount based on the value of a marketing incentive would effectively
2 double-count those avoided costs and improperly increase the wholesale discount.

3

4 Q. HAS ANY STATE COMMISSION OR ANY COURT ADDRESSED AT&T
5 FLORIDA'S POSITION THAT CASHBACK PORTIONS OF PROMOTIONS
6 ARE NOT TELECOMMUNICATIONS SERVICES THAT ARE SUBJECT TO
7 THE RESALE PROVISIONS OF THE ACT?

8

9 A. Yes. The United States Court of Appeals for the Fourth Circuit addressed this
10 issue while reviewing orders issued by the North Carolina Commission.¹¹ At a
11 high level, the Court affirmed the North Carolina Commission's determination
12 that, unless a reasonable and nondiscriminatory restriction on resale applies, the
13 promotion itself need not be provided to CLECs, but the value of incentives (such
14 as gift cards, checks, coupons for checks, or similar types of marketing incentives
15 extending for more than 90 days) must be *reflected* in the retail rate used for
16 computing the wholesale rate that is to be charged to CLECs. AT&T Florida's
17 attorneys will address the specifics of the rulings, and how it applies to the dispute
18 at issue in this docket, in post-hearing briefs and, if necessary, in oral arguments.

19

20 Q. WHAT IS AT&T FLORIDA'S POSITION ON THIS RULING?

21

¹¹ *BellSouth Telecommunications, Inc. v. Sanford, et al.*, 494 F.3d 439 (4th Cir. 2007)(“*BellSouth v. Sanford*”).

1 A. AT&T Florida’s position is that the *Sanford* decision does not mean that the
2 North Carolina Commission was *required* by the Act to reach the conclusions it
3 reached, but instead that it had the latitude under the Act to reach those, or
4 different, conclusions. This is based on the following language at page 452 of the
5 *Sanford* decision: “The question is not ... whether the NC Commission’s
6 determination was compelled by the Local Competition Order, but rather whether
7 it was authorized by it.” Our attorneys will explain this position more fully in
8 post-hearing briefs and, if necessary, in oral arguments.

9
10 Q. DID THE FOURTH CIRCUIT ADDRESS ANY OTHER ASPECT OF
11 CASHBACK PROMOTIONS WHEN IT REVIEWED THE NORTH
12 CAROLINA COMMISSION’S ORDER?

13
14 A. Yes. In reviewing the North Carolina Commission’s Orders, the Fourth Circuit
15 noted that the North Carolina Commission did not decide how to treat any
16 particular incentive or promotion. It also noted that the North Carolina
17 Commission indicated that it was inclined to *allow AT&T to restrict the resale of*
18 *the cashback promotional offering that was addressed in the North Carolina*
19 *Commission’s Orders.*¹² Again, AT&T Florida’s attorneys will address the
20 specifics of these rulings, and how they apply to the cashback promotional credit
21 requests at issue in this docket, in post-hearing briefs and, if necessary, in oral
22 arguments.

¹² *BellSouth v. Sanford*, 494 F.3d at 453.

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**B. AT&T FLORIDA'S POSITION ON RESALE OF
CASHBACK PROMOTIONS FROM JULY 2007 FORWARD**

Q. PLEASE REMIND US OF AT&T FLORIDA'S GENERAL POSITION ON THE
RESALE OF CASHBACK PROMOTIONS FROM JULY 2007 FORWARD.

A. From July 2007 forward, AT&T Florida's position is that the cashback aspect of a
promotion is available for resale.

1 Q. WHY DID AT&T FLORIDA ADOPT THIS POSITION ON A GOING-
2 FORWARD BASIS?

3

4 A. Before the merger between AT&T and BellSouth was completed in December
5 2006, AT&T provided service to a 13-state region and BellSouth provided service
6 to a 9-state region. For ease of discussion, I will refer to the AT&T 13-state
7 region company as “pre-merger AT&T” and the BellSouth 9-state region
8 company as “pre-merger BellSouth.”

9

10 As noted above, pre-merger BellSouth did not make cashback and other non-
11 telecommunications portions of promotional offerings available to resellers. Pre-
12 merger AT&T, on the other hand, did (although it was not obligated to do so). In
13 short, the two companies had different positions regarding the availability of
14 cashback promotional offerings to CLECs.

15

16 Those different positions presented operational issues in the post-merger AT&T.
17 One of the company’s Merger Commitments, for instance, allows CLECs to
18 “port” an interconnection agreement from one state in the merged company’s 22-
19 state ILEC territory into another state in the territory. Rather than allowing a
20 CLEC to port a California agreement into Florida (but not providing a cashback
21 promotion that was available in California to also be available to the same CLEC
22 in Florida), the merged company made a business decision to adopt the pre-
23 merger AT&T resale position throughout its 22-state ILEC territory. This

1 adoption of a unified position was not a suggestion that the pre-merger BellSouth
2 position was not legally permissible. Instead, it was a voluntary change that
3 reflected the need to modify business practices to facilitate operation as one
4 corporate entity.

5

6 **V. AT&T FLORIDA'S POSITION ON THE REASONABLE &**
7 **NONDISCRIMINATORY NATURE OF ITS CASHBACK POLICY**

8

9 Q. HAS ANY STATE COMMISSION OR ANY COURT ADDRESSED WHAT
10 MIGHT CONSTITUTE A REASONABLE AND NONDISCRIMINATORY
11 (AND, THEREFORE, PERMISSIBLE) RESTRICTION ON THE RESALE OF
12 A CASHBACK PROMOTIONAL OFFERING?

13

14 A. Yes. The North Carolina Commission provided guidance as to some factors that
15 should be considered in determining whether a given restriction on resale is
16 reasonable and nondiscriminatory.

17

18 Q. WHAT ARE SOME OF THE FACTORS THE NORTH CAROLINA
19 COMMISSION DISCUSSED?

20

1 A. The North Carolina Commission noted that resellers remain entitled to the
2 wholesale discount on the telecommunications portion of a promotion and are free
3 to offer, at their own expense, promotional inducements to their own customers.¹³
4

5 Q. IS THAT TRUE IN THIS CASE?
6

7 A. Yes. As explained above, AT&T Florida made the telecommunications portion of
8 the promotions at issue in this docket available to dPi at the wholesale discount
9 rate provided in dPi's Agreements. dPi is free to provide or not provide
10 additional inducements to its own end users at its own expense.
11

12 Q. WHAT ELSE DID THE NORTH CAROLINA COMMISSION SAY ABOUT
13 RESTRICTIONS ON RESALE?
14

15 A. The North Carolina Commission observed that if resellers did not complain about
16 a resale restriction, then such disinterest or indifference would tend to indicate
17 that a given resale restriction was reasonable and nondiscriminatory.¹⁴
18

19 Q. HAS ANY RESELLER OTHER THAN DPI FILED A COMPLAINT WITH
20 THIS COMMISSION REGARDING AT&T FLORIDA'S DECISION NOT TO

¹³ *Order Ruling on Motion Regarding Promotions* at 13. Docket No. P-100, Sub 72b (Dec. 22, 2004).

¹⁴ *Order Ruling on Motion Regarding Promotions* at 13. Docket No. P-100, Sub 72b (Dec. 22, 2004).

1 MAKE THE CASHBACK PORTION OF PROMOTIONAL OFFERS
2 AVAILABLE FOR RESALE?

3

4 A. No.

5

6 Q. WHAT ELSE DID THE NORTH CAROLINA COMMISSION SAY ABOUT
7 RESTRICTIONS ON RESALE?

8

9 A. The North Carolina Commission suggested that the pro-competitive effects of
10 restricting the cashback portion of a telecommunications service promotion
11 outweighed any alleged anti-competitive effects.¹⁵

12

13 Q. IS THAT TRUE IN THIS CASE?

14

15 A. Yes. Promotions clearly are pro-competitive, and consumers clearly benefit from
16 such offerings. Further, AT&T Florida's promotions are generally not targeted for
17 dPi's primary customer base which, as I understand it, is typically a high-credit-
18 risk customer that prepays dPi for service.

19

20 Q. WHAT IS THE BASIS FOR YOUR UNDERSTANDING OF DPI'S TYPICAL
21 CUSTOMER?

22

1 A. dPi's website¹⁶ makes it clear that it targets the prepaid market for local, cellular,
2 long distance and Internet services (as well as electric power). The website states
3 that dPi is "one of the nation's premier providers of 'Pay As You Go' prepaid
4 local home phone service" based upon "No Credit Check, No Deposit, No
5 Contracts, No I.D. Required".

6

7 Q. WHY IS THE CUSTOMER BASE DPI SERVES IMPORTANT?

8

9 A. It shows that dPi does not compete with AT&T Florida on a pricing basis,
10 because dPi targets customers who have unpaid balances or credit issues that
11 typically prevent them from obtaining service from AT&T Florida or other
12 ILECs.

13

14 Q. WHETHER IT HAS TO OR NOT, DOES DPI COMPETE WITH AT&T
15 FLORIDA ON A PRICING BASIS?

16

17 A. No. This is clear from a comparison of AT&T Florida's prices for basic service
18 in Florida to dPi's prices for basic service in Florida.

19

20 AT&T Florida's tariff price for retail basic service in Miami, for example, is
21 \$13.58, and AT&T Florida resells that basic service to dPi for \$10.57 (the retail

¹⁵ *Order Ruling on Motion Regarding Promotions* at 13. Docket No. P-100, Sub 72b (Dec. 22, 2004).

1 price less the 21.83% resale discount established by the Commission). dPi resells
2 that basic service for at least \$32.33 in the first month, \$60.37 in the second
3 month, and \$50.37 for the third and following months (and that even includes a
4 \$10.00 discount requiring that the user qualifies for a monthly “prompt pay”
5 discount). I have attached as Exhibit PLF-5 a screen shot of the dPi pricing web
6 page for local service in Miami.¹⁷

7
8 Q. HOW DOES THIS RELATE TO WEIGHING THE PRO-COMPETITIVE
9 EFFECTS OF THIS PROMOTION AGAINST ANY ALLEGED ANTI-
10 COMPETITIVE EFFECTS?

11
12 A This shows that AT&T’s Florida’s decision not to provide dPi promotional credits
13 for the cashback portion of promotional offerings in the past did not affect or
14 impede dPi’s ability to compete with AT&T Florida, because dPi clearly is not
15 competing against AT&T Florida on a price basis.

16
17 Moreover, AT&T Florida’s decision not to provide dPi promotional credits for the
18 cashback portion of promotional offerings in the past did not impede dPi’s ability
19 to compete with other pre-pay resellers, because AT&T Florida did not provide
20 those promotional credits to other pre-pay resellers either.

¹⁶ <http://www.dpiteleconnect.com/public/pphp.aspx> provides an overview of dPi’s home telephone services. Screenshot provided as Exhibit PLF-4.

¹⁷ The monthly prices shown on dPi’s website purport to include appropriate taxes, fees, and surcharges. The total price of a basic line from AT&T Florida in Miami, after adding in appropriate taxes, fees, and other charges, is \$23.23.

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In any event, dPi is seeking a little over \$27,000 in this case, and the amount sought covers about a four-year period (2003 to 2007). This relatively small amount suggests that the pro-competitive aspects of the promotions involved in this docket outweigh any alleged anti-competitive concerns.

Q. DID THE NORTH CAROLINA COMMISSION DETERMINE WHETHER THE DECISION NOT TO RESELL THE CASHBACK PORTION OF PROMOTIONS LIKE THOSE AT ISSUE IN THIS DOCKET WAS OR WAS NOT REASONABLE AND NONDISCRIMINATORY?

A. No. The North Carolina Commission observed that if it were asked to determine whether AT&T's (then known as BellSouth) restriction on the resale of the cashback portion of its \$100 Cashback for 1FR + 2 Custom Calling or TouchStar Features was *reasonable and nondiscriminatory*, it would be inclined to find that the restriction was indeed reasonable and nondiscriminatory and, therefore, that the cashback portion of the promotions was not subject to resale.¹⁸

Q. DO THE NORTH CAROLINA COMMISSION'S PRIOR RULINGS OFFER ANY GUIDANCE REGARDING THE CASHBACK PROMOTIONS THAT ARE AT ISSUE IN THIS CASE?

1 A. In my view, they do. dPi seems to suggest that the *BellSouth v. Sanford* decision
2 invalidated pre-merger BellSouth's position regarding cashback promotions, but
3 that is not the case. After reviewing extensive comments from all interested
4 parties, the North Carolina Commission made clear that restrictions on resale of
5 promotions offered for more than 90 days were not *per se* prohibited. Rather, the
6 North Carolina Commission made it clear that – if called upon to review a resale
7 promotion restriction that was alleged to be unreasonable and discriminatory – it
8 would merely require an ILEC to demonstrate that such restriction was reasonable
9 and nondiscriminatory.¹⁹

10

11 Moreover, without deciding the issue, the North Carolina Commission observed
12 that it would be inclined to find that the *pro-competitive aspects* of restricting the
13 resale of a cashback promotion *tended to outweigh* any asserted anti-competitive
14 aspects of restricting the resale of such a promotion. The Fourth Circuit affirmed
15 that decision.

16

17 Q. DID AT&T FLORIDA'S DECISION NOT TO RESELL THE CASHBACK
18 PORTION OF THE THREE PROMOTIONS AT ISSUE IN THIS DOCKET
19 HARM COMPETITION?

20

¹⁸ *Order Ruling on Motion Regarding Promotions* at 13. Docket No. P-100, Sub 72b (Dec. 22, 2004).

¹⁹ *Id.*; *Order Clarifying Ruling on Promotions and Denying Motions for Reconsideration and Stay* at 3 Docket No. P-100, Sub 72b (June 3, 2005).

1 A. No. Again, the total amount of cashback promotional credits (without being
2 reduced by the wholesale discount) that dPi purports to have requested in Florida
3 in the nearly four years between November 2003 and June 2007 is \$27,250. This
4 is less than \$7,000 per year – hardly an amount that would run a company out of
5 business or prevent it from competing for business. To the contrary, dPi is still
6 doing business in Florida. dPi, therefore, cannot credibly claim that its inability to
7 obtain cashback promotional credits years ago somehow impeded its ability to
8 compete in the local market in Florida.

9

10 Q. IS DPI'S REQUEST DISCRIMINATORY IN ANY WAY?

11

12 A. Yes. Pre-merger BellSouth applied its policy not to resell the cashback
13 component of promotions across the entire CLEC community and dPi is now
14 requesting special treatment to obtain paid credits that no other CLEC has been
15 paid.

16

17 **VI. AT&T FLORIDA'S POSITION ON THE SPECIFIC DPI**
18 **CASHBACK PROMOTIONAL CREDIT REQUESTS AT ISSUE IN**
19 **THIS DOCKET.**

20

21 Q. ARE THERE ANY ADDITIONAL REASONS THAT THIS COMMISSION
22 SHOULD DENY DPI'S REQUEST FOR PROMOTIONAL CREDITS IN THIS
23 DOCKET?

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A. Yes. In addition to the reasons set forth above, the Commission should deny dPi's request for cashback promotional credits because dPi waited too long to request these credits.

Q. PLEASE EXPLAIN WHAT YOU MEAN BY THAT.

A. For one thing, as AT&T Florida witness Ms. Seagle shows in her Direct Testimony, in many cases dPi waited two years or more from the time it purportedly resold a promotion to an end user to request a credit from AT&T Florida for the cashback portion of that promotion. Additionally, dPi was aware that AT&T Florida would not pay dPi's cashback promotional credit requests years before it filed its complaint in this docket.

Q. IN ITS COMPLAINT, DPI CLAIMS THAT DPI WAS NEVER INFORMED WHETHER AT&T FLORIDA WOULD GRANT DPI'S CASHBACK PROMOTIONAL CREDIT REQUESTS. IS THAT ACCURATE?

A. No. As AT&T Florida witness Ms. Seagle shows in her Direct Testimony, in August 2004, AT&T Florida informed Lost Key, dPi's billing agent, that AT&T Florida did not grant credits on cashback promotions. Ms. Seagle's Direct Testimony also shows that AT&T Florida specifically rejected dPi's requests for cashback promotional credits in 2005.

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Q. IS THERE ANY REASON FROM A COMPETITIVE PERSPECTIVE WHY
DPI'S REQUEST FOR CREDITS DATING BACK TO 2003 SHOULD BE
GRANTED?

A. No. From a competitive perspective, there is no benefit to the
telecommunications market or to the consumer to go back in time and consider
treating dPi differently from all other Florida CLECs. Prior to July 2007, AT&T
Florida applied uniformly across all CLECs its policy of not granting cashback
promotions. Granting dPi the relief it seeks in its complaint does nothing more
than give dPi an after-the-fact cash windfall that does not deserve and that AT&T
Florida is not obligated to provide. dPi does not need such a windfall to compete
in the local market because dPi has been competing with AT&T Florida
throughout the time addressed in its complaint. dPi has every incentive to try to
gain promotional credits wherever it can (including for non-qualifying customers)
because it has no expense in offering the promotion. Bestowing dPi with a
windfall would only serve to line dPi's pockets and does not benefit dPi's
customers.

Under AT&T Florida's new unified resale policy, dPi is receiving cashback
promotional credits today for which it qualifies today based upon current
cashback promotions. Therefore, dPi's current customers can benefit from any
credit dPi receives, if dPi chooses to pass it on to its own customers.

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Q. IS THERE ANY OTHER POLICY REASON TO DENY DPI'S REQUEST FOR CASHBACK PROMOTIONAL CREDITS IN THIS DOCKET?

A. Yes. The highly competitive telecommunications market moves at a very fast pace, and companies competing in that market must move quickly and decisively. AT&T Florida cannot compete effectively if its competitors can wait almost half a decade after becoming aware of a policy to challenge that policy and seek monetary relief as a result of that challenge.

Q. DID DPI TIMELY DISPUTE THE DENIAL OF CASHBACK PROMOTIONAL CREDIT REQUESTS AS REQUIRED BY THE PARTIES' INTERCONNECTION AGREEMENT?

A. No. As the testimony of Ms. Seagle makes clear, dPi knew that AT&T Florida had denied dPi's cashback promotional credit requests. If dPi was dissatisfied with not receiving its requested cashback-related bill credits, then dPi had a contractual obligation to dispute the denial of its previously submitted cashback-related bill credit requests. The billing portion of the parties' current Agreement requires dPi to electronically submit all billing disputes to AT&T Florida using the form specified by AT&T Florida.²⁰

²⁰ Attachment 7, Sections 2.1 and 2.2. See Exhibit PLF-3.

1 Likewise, dPi's prior Agreement also required dPi to timely submit billing
2 disputes on a form specified by AT&T Florida and to clearly explain the basis for
3 submitting a dispute.²¹ Further, the current Agreement makes clear that, if dPi is
4 not satisfied with AT&T Florida's resolution of a submitted dispute, or if no
5 response to the billing dispute has been received by dPi, then dPi has a contractual
6 obligation to escalate the matter by following the escalation process outlined on
7 AT&T Florida's interconnection services website or the matter shall be
8 considered denied and closed. AT&T Florida's wholesale website has extensive
9 guidelines regarding how a CLEC should submit a billing dispute and what steps
10 a CLEC should take to escalate a billing dispute. These guidelines can be viewed
11 at the following address:

12 http://wholesale.att.com/reference_library/guides/html/billing.html.

13

14 Q. DID DPI FOLLOW THIS PROCESS?

15

16 A. To my knowledge, no.

17

18 Q. DOES THE PARTIES' INTERCONNECTION AGREEMENT ADDRESS
19 WHEN DPI IS REQUIRED TO SUBMIT A BILLING DISPUTE?

20

²¹ Attachment 7, Sections 2.1 and 2.2. See Exhibit PLF-2.

1 A. Yes. The parties' current Agreement requires dPi to submit a billing dispute
2 within 12 months of an actual amount billed that is subject to dispute.²² dPi did
3 not submit a billing dispute under the parties' original Agreement that was in
4 force during the timeframe relevant to this hearing. The current Agreement
5 requires that disputes be submitted within 12 months of an actual amount billed
6 that is subject to dispute.

7

8 Q. DID DPI COMPLY WITH THIS REQUIREMENT?

9

10 A. To my knowledge, no. dPi pre-filed testimony in other states regarding the
11 promotional credits it similarly seeks in Florida and the times to which such
12 credits relate. That pre-filed testimony and the Complaint in this case indicate
13 that the amounts dPi seeks in Florida all relate to a time period in 2007 or earlier.

14

15 Q. PLEASE DESCRIBE THE NEGOTIATIONS REGARDING THE
16 REQUIREMENT IN THE CURRENT AGREEMENT THAT DISPUTES MUST
17 BE SUBMITTED WITHIN TWELVE MONTHS.

18

19 A. As I indicated in my earlier testimony, the current Agreement was not arbitrated.
20 AT&T proposed the new Agreement, and dPi did not propose any changes or
21 engage in any negotiation regarding any provision of the Agreement. dPi did not

²² Attachment 7, Section 2.2. See Exhibit PLF-3.

1 raise any issue about the 12-month requirement in the current Agreement before
2 executing the Agreement.

3

4 Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

5

6 A. Yes.

7

1 AT&T FLORIDA
2 DIRECT TESTIMONY OF KRISTY A. SEAGLE
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 090258-TP
5 SEPTEMBER 15, 2009
6

7 Q. PLEASE STATE YOUR NAME, YOUR EMPLOYER, AND YOUR BUSINESS
8 ADDRESS.

9
10 A. My name is Kristy Seagle. I am employed by AT&T Operations, Inc. in the area of
11 wholesale operations. My business address is 3535 Colonnade Parkway, Suite N3C,
12 Birmingham, Alabama 35243.

13
14 Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND AND
15 EXPERIENCE.

16
17 A. I received my Masters of Business Administration degree from the University of
18 Alabama in Birmingham in 1982. I have eleven years experience in the
19 telecommunications industry. My career with AT&T/BellSouth began in 1998 as a Small
20 Business Service Representative. Since then I have worked as a Systems Designer,
21 Resale Product Manager, and Lead Interconnection Agreements Manager.

22

1 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

2

3 A. The purpose of my testimony is to: (1) provide an overview of the process Competitive
4 Local Exchange Carriers ("CLECs") like dPi use to request promotional credits from
5 AT&T Florida; (2) summarize conversations I had with dPi representatives regarding this
6 process; (3) discuss how I informed dPi representatives in 2004 and again in 2005 that
7 AT&T Florida would not make the cashback portions of promotional offerings available
8 for resale; (4) discuss the timing of the promotional credit requests at issue in this docket.

9

10 Q. WHICH ISSUES ARE ADDRESSED IN YOUR TESTIMONY?

11

12 A. In my testimony, I address Issues No. 1, 2(a) and 2(b) identified in Attachment A to
13 Order No. PSC-09-0499-PCO-TP that the Commission issued in this docket on July 15,
14 2009. Those issues are:

15 1. Are dPi's claims time-barred for any reason, including without limitation the
16 applicable statute of limitations, the terms of the parties' interconnection
17 agreements, or application of equitable doctrines such as laches, estoppel, or
18 waiver?

19 2(a). Is dPi entitled to credits from AT&T Florida for the three promotions, Cash
20 Back \$100 Two Features (C2TF), Cash Back \$100 Discount Complete
21 Choice, and the Cash Back \$50 2 Pack Plan?

22 2(b). If so, in what amount?

23

1 **I. OVERVIEW OF PROMOTIONAL CREDIT REQUEST PROCESS**

2

3 Q. PLEASE GIVE A GENERAL SUMMARY OF HOW AT&T FLORIDA GOES ABOUT
4 RESELLING PROMOTIONS TO CLECS LIKE DPI.

5

6 A. The CLEC purchases the services that are involved in the promotion from AT&T Florida
7 and pays the standard resale rate (the tariffed rate less the resale discount) for those
8 services. The CLEC then submits a promotional credit request seeking any additional
9 credits to which it claims to be entitled pursuant to the promotion.

10

11 For example, assume that AT&T Florida ran a promotion that waived a tariffed \$40
12 installation charge when an end user ordered a line with a tariffed rate of \$20 per month
13 during the promotional period. Assume further that the resale discount is 20%. If a
14 CLEC resold that promotion to one of its end users that qualified for the promotion, the
15 CLEC would be billed \$32 (\$40 less the 20% resale discount) for the installation charge
16 and \$16 (\$20 less the 20% resale discount) for the line. In order to receive the benefit of
17 the promotional waiver of installation charges, the CLEC would then submit a request for
18 a \$32 credit. If the request is valid (i.e. if the promotion is available for resale and if the
19 CLEC's end user meets the criteria that an AT&T Florida end user would have to meet to
20 qualify for the promotion), AT&T Florida provides the CLEC a \$32 credit.

21

1 Q. HAS THIS PROCESS BEEN IN PLACE THROUGHOUT THE 2003 TO 2007 TIME
2 FRAME AT ISSUE IN THIS DOCKET?

3
4 A. This general process has been in place throughout that time period, but the process has
5 become more mechanized over time.

6
7 At the beginning of that time period, for instance, these promotional credit requests were
8 received and processed manually. Beginning in the Fall of 2005, the process became
9 increasingly mechanized. Today, the submission, validation, and processing of these
10 promotional credit requests is almost entirely mechanized.¹

11

12 **II. DISCUSSIONS WITH DPI REPRESENTATIVES REGARDING THE**
13 **PROMOTIONAL CREDIT REQUEST PROCESS**

14
15
16
17 Q. IN TESTIMONY DPI HAS PRE-FILED IN COMPANION PROCEEDINGS BEFORE
18 OTHER STATE COMMISSIONS, DPI HAS IDENTIFIED STEVE WATSON OF
19 LOST KEY TELECOM INC. AS "DPI'S BILLING AND COLLECTIONS AGENT
20 FOR PROMOTIONS." HAVE YOU HAD ANY DISCUSSIONS WITH DPI'S

¹ As explained by AT&T Florida witness Nicole Bracy in her Direct Testimony, for most of these requests, AT&T's mechanized systems extract information (including service order number) from the cashback promotional credit request submitted by the reseller (or the reseller's billing agent). The systems then compare the contents of the service order submitted by the reseller to requirements of the promotion to determine if the service order meets all of the promotional requirements. As further explained by Ms. Bracy, in the past, for some cashback promotions, an end user could request the cashback offer only once in a given period of time. When a CLEC like dPi resold these types of promotions, a manual (as opposed to mechanized) review was conducted to determine if the end user had satisfied the same criteria an AT&T Florida end user would be required to satisfy.

1 BILLING AND COLLECTIONS AGENT FOR PROMOTIONS AGENT, MR. STEVE
2 WATSON OF LOST KEY TELECOM INC., ABOUT THE PROMOTIONAL CREDIT
3 REQUEST PROCESS?

4

5 A. Yes.

6

7 Q. WHEN WAS THE FIRST TIME YOU DISCUSSED THE PROMOTIONAL CREDIT
8 REQUEST PROCESS WITH MR. WATSON IN HIS CAPACITY AS DPI'S BILLING
9 AGENT?

10

11 A. During a face-to-face meeting in Birmingham, Alabama, in August of 2004.

12

13 Q. WHAT WERE YOUR JOB RESPONSIBILITIES AT THAT TIME?

14

15 A. In August 2004, I was the resale product manager. Among my several job responsibilities
16 at the time was processing promotional credit requests submitted by CLECs.

17

18 Q. HOW DID YOUR AUGUST 2004 MEETING WITH DPI'S BILLING AGENT COME
19 ABOUT?

20

21 A. dPi's billing agent, Mr. Watson, asked me to meet with him and his son Chris. Mr.
22 Watson said that he had recently left his position with another carrier and was starting a
23 new business, Lost Key Telecom, Inc., that would work with a number of CLECs to

1 submit promotional credit requests to AT&T Florida. Mr. Watson said he wanted to
2 discuss the format he intended to use in submitting these requests to be sure that it
3 included all of the information AT&T Florida needed to process the requests.

4

5 Q. DID YOU DISCUSS THE PROMOTIONAL CREDIT REQUEST PROCESS WITH
6 MR. WATSON DURING YOUR AUGUST 2004 MEETING?

7

8 A. Yes. I explained the form that needed to be submitted to seek promotional credit
9 requests, and Mr. Watson and I discussed how best to format the backup information that
10 would need to be submitted in support of the request form.

11

12 **III. INFORMING DPI THAT CASHBACK PROMOTIONS WERE NOT**
13 **AVAILABLE FOR RESALE**

14

15

16 Q. WHAT TYPES OF PROMOTIONS DID YOU DISCUSS WITH MR. WATSON
17 DURING THE AUGUST 2004 MEETING?

18

19 A. Most of our discussions addressed promotions that did not involve cashback offers.
20 During the meeting, however, Mr. Watson specifically asked about cashback promotions
21 like the ones at issue in this docket.

22

1 Q. WHAT DID MR. WATSON ASK ABOUT CASHBACK PROMOTIONS LIKE THE
2 ONES AT ISSUE IN THIS DOCKET?

3

4 A. Mr. Watson asked if cashback promotions were available for resale.

5

6 Q. HOW DID YOU RESPOND TO THAT QUESTION?

7

8 A. I told Mr. Watson that cashback promotions were not available for resale, and I agreed to
9 send him an email to that effect when I got back to my office.

10

11 Q. DID YOU SEND DPI'S BILLING AGENT, MR. WATSON, AN EMAIL STATING
12 THAT CASHBACK PROMOTIONS WERE NOT AVAILABLE FOR RESALE?

13

14 A. Yes. Exhibit KAS-1 is a copy of the email I sent Mr. Watson on August 26, 2004, stating
15 that AT&T Florida (then known as BellSouth) would not resell cashback offers.

16

17 Q. AFTER THIS MEETING, DID AT&T FLORIDA BEGIN RECEIVING
18 PROMOTIONAL REQUESTS FROM DPI'S BILLING AGENT?

19

20 A. Yes. The following month, September 2004, I began receiving and processing
21 promotional credit requests submitted by Lost Key on behalf of various CLECs,
22 including promotional credit requests Lost Key submitted on behalf of dPi.

23

1 Q. WERE ANY OF DPI'S PROMOTIONAL CREDIT REQUESTS FOR CASHBACK
2 PROMOTIONS?

3

4 A. No, none of these promotional credit requests were for any cashback promotions,
5 including those involved in this docket. In fact, I did not receive any promotional credit
6 requests for cashback promotions from dPi until July 2005.

7

8 Q. WHAT HAPPENED IN JULY 2005?

9

10 A. On July 21, 2005, Mr. Watson submitted a request on behalf of dPi for promotional
11 credits for a cashback promotion. Exhibit KAS-2 is a copy of an email string that
12 includes that request.

13

14 Q. WAS THE REQUEST REFLECTED IN EXHIBIT KAS-2 RELATED TO A FLORIDA
15 PROMOTION?

16

17 A. No. That request was related to a promotion in the State of North Carolina.

18

19 Q. HOW DID YOU RESPOND TO THIS REQUEST FOR PROMOTIONAL CREDITS
20 FOR A CASHBACK PROMOTION?

21

22 A. Consistent with my prior conversation and email, I sent Mr. Watson an email on August
23 2, 2005 that the promotion was not available for resale. See Exhibit KAS-2.

1

2 Q. DID MR. WATSON RESPOND TO YOUR EMAIL?

3

4 A. Yes. The next day, Mr. Watson sent me an email stating, among other things, that "I will
5 let DPI Teleconnect know about this promotion." See Exhibit KAS-2. That was the last
6 time I heard anything on the issue from Mr. Watson or dPi until January 2007.

7

8 Q. IS THIS THE WAY MR. WATSON AND DPI TYPICALLY RESPONDED WHEN
9 THEY DISAGREED WITH AT&T'S HANDLING OF A PROMOTIONAL CREDIT
10 REQUEST?

11

12 A. Not at all. As I mentioned earlier, dPi submitted a number of promotional credit requests
13 for non-cashback promotions. On several occasions, and for various reasons, AT&T
14 Florida did not believe that dPi was entitled to some or all of the promotional credits they
15 requested and, therefore, AT&T Florida did not provide the requested credits to dPi. On
16 several such occasions, dPi quickly informed AT&T Florida that it did not agree with
17 AT&T Florida's decision not to provide the credits. Exhibit KAS-3 is an example of
18 correspondence between AT&T Florida and dPi addressing dPi's disagreement with
19 AT&T Florida's decision not to provide various non-cashback promotional credits that
20 dPi had requested.

21

22 Q. WHEN DID YOU FIRST BECOME AWARE THAT DPI INTENDED TO SEEK
23 PAYMENT FOR CASHBACK PROMOTIONAL CREDIT REQUESTS THAT IT HAD

1 PREVIOUSLY SUBMITTED AND THAT AT&T FLORIDA PREVIOUSLY HAD
2 NOT PAID?
3

4 A. As discussed below, in January 2007, dPi sent AT&T Florida a spreadsheet listing what it
5 purported to be "open disputes." Some cashback promotional credit requests were
6 included in these purported disputes. This was the first indication I had that dPi may
7 intend to seek payment for cashback promotional credit requests that it had previously
8 submitted and that AT&T Florida had not paid.

9

10 Q. ARE YOU AWARE OF DPI'S HAVING DONE ANYTHING PRIOR TO JANUARY
11 2007 TO INDICATE THAT IT DISPUTED AT&T FLORIDA'S NONPAYMENT OF
12 CASHBACK PROMOTIONAL CREDIT REQUESTS PREVIOUSLY SUBMITTED
13 BY DPI?

14

15 A. No.

16

17 **IV. TIMING OF THE PROMOTIONAL CREDIT REQUESTS AT ISSUE IN**
18 **THIS DOCKET.**
19

20 Q. WHAT IS EXHIBIT KAS-4?

21

22 A. Exhibit KAS-4 is a summary that, in part, demonstrates; (1) the time between the billing
23 periods associated with dPi's cashback promotional credit requests and the date dPi
24 submitted to AT&T Florida; and (2) the time between the billing periods associated with
25 dPi's cashback promotional credit requests and January 2007, which is the first time
26 AT&T Florida became aware that dPi intended to seek payment for cashback

1 promotional requests that it had previously submitted and that AT&T Florida had not
2 paid.

3
4 Q. PLEASE EXPLAIN WHAT THE VARIOUS COLUMNS IN EXHIBIT KAS-4
5 DEPICT.

6
7 A. The first column of Exhibit KAS-4 is the Florida account-related "Invoice#" information
8 (or promotional credit request description) for the Florida accounts that, as Nicole Bracy
9 explains in her direct testimony, dPi provided in discovery responses in a companion
10 proceeding before the North Carolina Commission.

11
12 The second column of Exhibit KAS-4 is the billing period for which the credit was
13 requested. Again, this information is taken directly from the Florida specific information
14 in the discovery responses dPi provided in a companion proceeding before the North
15 Carolina Commission.

16
17 The third column of Exhibit KAS-4 is the date, according to dPi, that its billing agent
18 submitted the promotional credit request to AT&T Florida. This information is based on
19 a tab in spreadsheet that was attached to an email dated January 12, 2007 from Chris
20 Malish (an attorney representing dPi) to Andrew Shore (an attorney who, at the time,
21 represented AT&T Florida). That email states, in part, that "the [attached] spreadsheet
22 shows" a specified amount "in ongoing disputes"² A tab in the spreadsheet that was
23 attached to that email summarizes dPi's understanding of when its billing agent submitted

² The spreadsheet that was attached to Mr. Malish's email is voluminous and, if printed, would consist of hundreds of pages.

1 various items (including cashback promotional credit requests) to AT&T. That tab to the
2 attachment alone consists of more than 1,300 lines of data. I have, however, extracted all
3 the data for promotional credit requests for the State of Florida from that tab, and Exhibit
4 KAS-5 is that extracted data.

5

6 The fourth column of Exhibit KAS-4 is explained by AT&T Florida witness Nicole
7 Bracy in her Direct Testimony.

8

9 The fifth column of Exhibit KAS-4 shows the number of months that passed from the
10 billing period to which a request relates to the time that, according to dPi, its billing agent
11 submitted a request for cashback promotional credits for that billing period.

12

13 The sixth column of Exhibit KAS-4 shows the number of months that passed from the
14 billing period to which a request relates to January 2007, which is the first time AT&T
15 Florida became aware that dPi intended to seek payment for cashback promotional
16 requests that it had previously submitted and that AT&T Florida had not paid.

17

18 The seventh column of Exhibit KAS-4 is the amount of cashback promotional credit dPi
19 claims to have sought in the request identified in the first column of the Exhibit. That
20 information is taken directly from discovery responses dPi provided in a companion
21 proceeding before the North Carolina Commission.

22

1 Q. BY WAY OF EXAMPLE, WHAT DOES THE FIRST ROW OF EXHIBIT KAS-4
2 REFLECT?

3
4 A. The first row of Exhibit KAS-4 reflects that the request dPi identifies as C2-FL-305-
5 20031208 (Column 1) was for credits totaling \$100 (Column 7).

6
7 According to information provided by dPi, that \$100 amount was sought for services it
8 purportedly purchased from AT&T Florida for resale in December of 2003 (Column 2).
9 However, according to information provided by dPi, it was not until January 2006 that its
10 billing agent actually requested cashback promotional credits from AT&T Florida
11 (Column 3). That is, dPi waited more than two years after purchasing the services it
12 claims entitled it to the promotional credits to actually request the credits from AT&T
13 Florida (Column 5), and it was not until approximately three years after dPi purchased
14 those services that dPi did anything to suggest that it intended to seek payment for the
15 cashback promotional requests that it had requested and that AT&T Florida had not paid.

16
17 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

18
19 A. Yes, it does.

20

EXHIBIT KAS-1

From: Seagle, Kristy [mailto:Kristy.Seagle@BellSouth.com]
Sent: Thursday, August 26, 2004 1:47 PM
To: Steve Watson
Subject: Language regarding Cash Back/Coupon promotions

Steve,

Below is the language regarding Cash Back and Coupon promotions. I will get back to you on the 2 promotions we discussed and if they only involve new installs. It was really nice meeting you and Chris today. I look forward to a productive relationship for both of us. Thanks.

Kristy

BellSouth is not required by the Telecommunications Act, the Federal Communications Commission's (FCC) rules or by its tariffs to resell cash back promotional offers. BellSouth is required to and does make available for resale the service in connection with which the coupon is provided.

Section 251(c) (4) requires BellSouth to "offer for resale at wholesale rates any telecommunications service that the carrier provide(s) at retail, to subscribers who are not telecommunications carriers." The retail price of the telecommunications service is the standard tariff price. In implementing this section of the Act, the FCC confirmed that the ILEC resale obligation applies to promotions, which the FCC takes to refer to "price discounts from standard offerings." (96-98 Interconnection Order at para 948). Thus BellSouth's resale obligation for promotions applies to reduced prices reflected in a credit or a lower charge on a telecommunications service and not to cash back offers where the funds can be used by the customer for any purpose.

Further, BellSouth's tariffs state "that [CLECs] may resell specific tariff services identified in the tariff." (BellSouth Louisiana Tariff at Section A2.19.1, BellSouth Georgia Resale Tariff). Although promotional offers appear in some of BellSouth's GSST tariffs, a cash back promotion is not a tariff service, nor is it a reduction in the tariffed rate of a telecommunications product or service to which the resale obligation applies.

Kristy Seagle
BellSouth ICS Marketing
Office: 205/977-1208
lpager: kristyseagle@imcingular.com

If you have received this message in error or do not wish to receive future commercial electronic mail messages from BellSouth Interconnection Services visit
<<http://contactmanage.bellsouth.com/interconnection/optout/index.asp>> or write to us at:
Attn: BellSouth Interconnection Services Marketing Communications
Rm 34H71

Message

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675 West Peachtree
Atlanta, GA 30375

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EXHIBIT KAS-2

Message

Page 1 of 2

From: processing [mailto:processing@lostkeytelecom.com]
Sent: Wednesday, August 03, 2005 8:16 AM
To: Seagle, Kristy
Subject: RE: DPI Teleconnect Promotions - CB-100TF 20040408 to 20050331

Thank you Kristy,

Hope your recovering well from your surgery. I will let DPI Teleconnect know about this promotion. I wonder if you have the list of credits that you promised me before you left. Thank you,

Steve T Watson
Lost Key Telecom
Senior Account Manager
678.528.6692 (Office)
850.492.7444 (Fax)
888.259.6057 (Toll Free)
850.748.2344 (mobile)
swatson@lostkeytelecom.com

From: Seagle, Kristy [mailto:Kristy.Seagle@BellSouth.com]
Sent: Tuesday, August 02, 2005 2:54 PM
To: processing
Subject: RE: DPI Teleconnect Promotions - CB-100TF 20040408 to 20050331

Hello Steve - This promotion was not available for resale during this time period. Thanks.

Kristy

-----Original Message-----

From: processing [mailto:processing@lostkeytelecom.com]
Sent: Thursday, July 21, 2005 3:26 PM
To: Seagle, Kristy
Cc: Bollinger, Brian
Subject: DPI Teleconnect Promotions - CB-100TF 20040408 to 20050331

Steve Watson
P.O. Box 34474
Pensacola, FL 32507
678.528.6692 (Office)
850.492.7444 (Fax)
888.259.6057 (Toll Free)
850.748.2344 (mobile)
swatson@lostkeytelecom.com

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Exhibit KAS-3

Butler, Ann W

From: Steve Watson [mailto:swatson@lostkeytelecom.com]
Sent: Monday, April 18, 2005 7:08 AM
To: Seagle, Kristy
Cc: Chris Watson
Subject: RE: DPI Teleconnect Credits

Thanks Kristy for the spreadsheet. Let me know if there is any way we can help with the process. God bless.

Steve

From: Seagle, Kristy [mailto:Kristy.Seagle@BellSouth.com]
Sent: Tuesday, April 12, 2005 3:21 PM
To: Steve Watson
Subject: RE: DPI Teleconnect Credits

Hello Steve - Wish I could say things have settled down. I'm working fast and furious to get the promotion credits processed. Please find attached your dispute spreadsheet with credits given to DPI and [REDACTED]. The DPI [REDACTED] credits should have appeared on their January bill period. If you can't find them, I'll get in touch with Billing & Collections. Thanks.

Kristy

-----Original Message-----

From: Steve Watson [mailto:swatson@lostkeytelecom.com]
Sent: Wednesday, April 06, 2005 4:15 AM
To: Seagle, Kristy
Cc: Chris Watson
Subject: DPI Teleconnect Credits

Good morning Kristy,

Hope everything has settle down in the Promotion Dept. and your getting the help you need. You sent a file showing the credits for [REDACTED] Waiver on 12/30/04. We have not been able to find those credits on DPI Teleconnect Resale Billing accounts on 2/08/05 and 3/08/05. Could you verify which month they will be credited to their bill? Also could you please send me the list of the now credits that were issued on April 1 so that I can update my spreadsheets for all of our clients. When it is convient Chris and myself would still like to meet with you for lunch or dinner, what ever works best with your schedule. Just let us know if that would be possible in May. Thank you for your help.

Sincerely,

Steve Watson
P.O. Box 34474
Pensacola, FL 32507
878.528.8892 (Office)
878.388.8888 (Fax)
888.250.8067 (Toll Free)
850.748.2344 (mobile)
swatson@lostkeytelecom.com

11/8/2005

Message

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11/8/2005

Butler, Ann W

From: Steve Watson [mailto:swatson@lostkeytelecom.com]
Sent: Monday, April 18, 2005 10:12 AM
To: Seagle, Kristy
Subject: RE: DPI Teleconnect Credits

Thank you for the quick response. Steve

From: Seagle, Kristy [mailto:Kristy.Seagle@BellSouth.com]
Sent: Monday, April 18, 2005 8:39 AM
To: Steve Watson
Subject: RE: DPI Teleconnect Credits

Hey Steve - For some reason, the [REDACTED] charges were not credited. Billing & Collections found the error Friday, so they will appear on the May bill. I apologize for the oversight.

Kristy

-----Original Message-----

From: Steve Watson [mailto:swatson@lostkeytelecom.com]
Sent: Monday, April 18, 2005 7:12 AM
To: Seagle, Kristy
Cc: Chris Watson
Subject: RE: DPI Teleconnect Credits

Hi Kristy,

I just check for the [REDACTED] Waiver promotional credits for DPI Teleconnect on their 1-08-05 and I found no credits on that billing cycle. I also check the 2-08-05 and the 3-08-05 and found none. Please check with collections and see where and when they will receive those credits. Thank you for your help in this matter.

Steve

From: Seagle, Kristy [mailto:Kristy.Seagle@BellSouth.com]
Sent: Tuesday, April 12, 2005 3:21 PM
To: Steve Watson
Subject: RE: DPI Teleconnect Credits

Hello Steve - Wish I could say things have cooled down. I'm working fast and furious to get the promotion credits processed. Please find attached your dispute spreadsheet with credits given to DPI and [REDACTED]. The DPI [REDACTED] credits should have appeared on their January bill period. If you can't find them, I'll get in touch with Billing & Collections. Thanks.

Kristy

-----Original Message-----

From: Steve Watson [mailto:swatson@lostkeytelecom.com]

11/8/2005

Sent: Wednesday, April 06, 2005 4:15 AM
To: Seagle, Kristy
Cc: Chris Watson
Subject: DPI Teleconnect Credits

Good morning Kristy,

Hope everything has settle down in the Promotion Dept. and your getting the help you need. You sent a file showing the credits for [REDACTED] Waiver on 12/30/04. We have not been able to find those credits on DPI Teleconnect Reable Billing accounts on 2/08/05 and 3/08/05. Could you verify which month they will be credited to their bill? Also could you please send me the list of the new credits that were issued on April 1 so that I can update my spreadsheets for all of our clients. When it is convient Chris and myself would still like to meet with you for lunch or dinner, what ever works best with your schedule. Just let us know if that would be possible in May. Thank you for your help.

Sincerely,

Steve Watson
P.O. Box 34474
Pensacola, FL 32507
878.528.8882 (Office)
878.388.9888 (Fax)
888.259.8857 (Toll Free)
850.748.2344 (mobile)
swatson@toalkeytelecom.com

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Butler, Ann W

From: Mangina, Leisa G
Sent: Tuesday, October 25, 2005 2:44 PM
To: Butler, Ann W
Subject: FW: dPI Teleconnect

FYI

-----Original Message-----

From: Bolinger, Brian [mailto:BBolinger@dpteleconnect.com]
Sent: Thursday, April 14, 2005 3:48 PM
To: Seagle, Kristy; Bolinger, Brian; Seube, Louis; Patterson, Gary D
Cc: Mangina, Leisa G; Kelley, Rod (James R)
Subject: RE: dPI Teleconnect

Kristy,

Thank you for your e-mail. I am a little confused though. Would you please explain what you mean by "retail's consideration of [REDACTED] . . ." Please correct me if I am wrong, but it is my understanding that so long as the item is in the BellSouth tariff, it is eligible for the associated promotional credit. Features [REDACTED] such as [REDACTED], [REDACTED] and [REDACTED] are all defined TouchStar services in BellSouth tariffs.

The amounts in question now all stem from the [REDACTED] Waiver promotion. I cannot see any other conclusion other than that dPI Teleconnect met the end user qualifications of ordering basic local service with 2 custom calling and/or TouchStar features as defined in the BellSouth's own Tariff and associated Promotion. dPI Teleconnect provisions [REDACTED], [REDACTED] and [REDACTED] on every order it submits.

With regard to your question of what [REDACTED] is, [REDACTED] is a [REDACTED] feature that [REDACTED]

Again, thank you for your e-mail and I look forward to receiving your answer on Monday.

Cordially,

Brian A. Bolinger
Vice President of Legal Affairs
dPI Teleconnect, LLC
2807 LBJ Freeway, Suite 225
Dallas, TX 75234
(972) 488-5500 ext 4018

-----Original Message-----

From: Seagle, Kristy [mailto:Kristy.Seagle@BellSouth.com]
Sent: Thursday, April 14, 2005 3:24 PM
To: Bolinger, Brian; Seube, Louis; Patterson, Gary D
Cc: Mangina, Leisa G; Kelley, Rod (James R)
Subject: RE: dPI Teleconnect

Brian,

I am in the process of validating retail's consideration of [REDACTED] on features such as [REDACTED], [REDACTED] and [REDACTED]. I should have an answer by Monday, April 18. I was not able to find USOC [REDACTED] in our database or on a sampling of dPI orders. Do you have an order I could look at to see this USOC? Thank you.

11/8/2005

Kristy

-----Original Message-----

From: Bolinger, Brian [mailto:BBolinger@dpiateleconnect.com]
Sent: Thursday, April 14, 2005 2:34 PM
To: Seube, Louis; Bolinger, Brian; Patterson, Gary D
Cc: Mangina, Lela G; Kelley, Rod (James R); Seagle, Kristy
Subject: RE: dPI Teleconnect

Louis:

Thank you for the update and additional adjustments. We have yet to receive a response from Ms. Seagle regarding the approximately \$[REDACTED] in credits that remain outstanding.

Brian A. Bolinger
Vice President of Legal Affairs
dPI Teleconnect, LLC
2007 LBJ Freeway, Suite 225
Dallas, TX 75234
(972) 488-6500 ext 4018

-----Original Message-----

From: Seube, Louis [mailto:Louis.Seube@BellSouth.com]
Sent: Thursday, April 14, 2005 2:37 PM
To: Bolinger, Brian; Patterson, Gary D
Cc: Mangina, Lela G; Kelley, Rod (James R); Seube, Louis; Seagle, Kristy
Subject: RE: dPI Teleconnect

Brian,

Please see the attached file with the additional adjustments that are currently being completed. You will notice that there is an additional \$[REDACTED] that will be credited from this spreadsheet. The total amount of both spreadsheets provided is \$[REDACTED].

Please call me if you have any questions regarding these credits.

Kristy, do we have a response yet on the remaining credit requests?

Louis Seube
205-714-7400

-----Original Message-----

From: Bolinger, Brian [mailto:BBolinger@dpiateleconnect.com]
Sent: Wednesday, April 13, 2005 2:44 PM
To: Seube, Louis; Patterson, Gary D
Cc: Bolinger, Brian; Mangina, Lela G; Kelley, Rod (James R)
Subject: RE: dPI Teleconnect
Importance: High

Louis:

Thank you for the information. If my math is correct, the total amount posted (or to be posted) is \$[REDACTED]. This amount differs from Mr. Patterson's e-mail below of \$[REDACTED]. Do you know why?

Also, we currently show remaining promotional credits outstanding from BellSouth in the amount of \$[REDACTED]. Any idea when those will be credited?

Again, thanks for the information.

Brian A. Bolinger
Vice President of Legal Affairs
dPI Teleconnect, LLC
2997 LBJ Freeway, Suite 225
Dallas, TX 75234
(972) 488-8500 (ph)
(972) 408-0193 (f)

-----Original Message-----

From: Seube, Louis [mailto:Louis.Seube@BellSouth.com]
Sent: Wednesday, April 13, 2005 1:55 PM
To: Patterson, Gary D
Cc: BBolinger@dpiteleconnect.com; Mangina, Leisa G; Kelley, Rod (James R); Seube, Louis
Subject: RE: dPI Teleconnect

Brian,

Per your request, attached is the spreadsheet detailing when the adjustments posted, or when they will post. There are a few on the list that have yet to post, but the adjustment has been issued. Please let me know if you have any questions about the attached.

Louis Seube
205-714-7400

-----Original Message-----

From: Patterson, Gary D
Sent: Monday, April 11, 2005 1:37 PM
To: Seube, Louis
Subject: FW: dPI Teleconnect
Importance: High

can you answer this question? gp

-----Original Message-----

From: Bolinger, Brian [mailto:BBolinger@dpiteleconnect.com]
Sent: Monday, April 11, 2005 1:21 PM
To: Patterson, Gary D
Subject: RE: dPI Teleconnect
Importance: High

Mr. Patterson:

We received an account aging as of this morning and the \$[REDACTED] credit was not reflect on any account. I was under the impression that since the adjustments were completed as of last Wednesday, our current aging would show the adjustment. Can you tell me when our accounts will be adjusted accordingly?

11/8/2005

Thank you.

Brian A. Bolinger
Vice President of Legal Affairs
dPi Teleconnect, LLC
2987 USJ Freeway, Suite 225
Dallas, TX 75234
Office (972) 488-5500 ext. 4018
Fax (972) 406-0193

-----Original Message-----
From: Patterson, Gary D
[mailto:GPatterson2@BellSouth.com]
Sent: Monday, April 11, 2005 11:31 AM
To: Bolinger, Brian
Subject: RE: dPi Teleconnect

Advermail is a she. She shortens it to Ad. Her telephone number is 205-977-1068.

-----Original Message-----
From: Bolinger, Brian
[mailto:BBolinger@dpiteleconnect.com]
Sent: Monday, April 11, 2005 11:03 AM
To: Patterson, Gary D; Bolinger, Brian
Cc: Dorwart, David
Subject: RE: dPi Teleconnect
Importance: High

Mr. Patterson:

Thank you for your reply. If you would, please provide me with the contact information for Advermail Alisa. I have not had the opportunity to work with him or her yet.

Also, with regard to your previous message stating "dPi Teleconnect did not receive full credit on all submitted requests due to not meeting end user qualifications of ordering basic local service with 2 custom calling and/or TouchStar(r) features as defined in the Tariff Promotion." Please know that dPi Teleconnect disagrees with BellSouth's conclusion for the following reasons:

In accordance with BellSouth's Tariff Promotion, TouchStar Service USOCs include [REDACTED] and [REDACTED]. dPi Teleconnect uses each of these USOCs on every order. Additionally, dPi Teleconnect utilizes the custom calling feature [REDACTED] on each and every order. Accordingly, dPi Teleconnect concludes that the \$[REDACTED] not paid by BellSouth is in error because dPi Teleconnect meets the end user qualifications of ordering basic local service with 2 custom calling

and/or TouchStar features.

Thank you for your attention to this matter and please provide me with the date on when BellSouth will correct this error.

Cordially,

Brian A. Bolinger
Vice President of Legal Affairs
dPI Teleconnect, LLC
2097 LBJ Freeway, Suite 225
Dallas, TX 75234
Office (972) 488-5500 ext. 4018
Fax (972) 406-0193

-----Original Message-----

From: Patterson, Gary D
[mailto:Gary.Patterson2@BellSouth.com]
Sent: Monday, April 11, 2005 10:36 AM
To: Bolinger, Brian
Subject: RE: dPI Teleconnect

It would be best to continue to work through Krisly Seagle and Jim Maziar. They actually do the investigation and then advise my employees of the adjustments needed and we actually do the adjustments. We received notification of the adjustments needed on Monday April 4, and completed to adjustments by Wednesday. As a reference, Advernall Allen is their Director and she would be a good escalation resource.

I do get involved once that process is completed, so should you desire to escalate further, please feel free to contact me.

Sincerely,

Gary Patterson
OAVP BellSouth Accounts Receivable
Management, BARM
205-714-7357

-----Original Message-----

From: Bolinger, Brian
[mailto:BBolinger@dpiteconnect.com]
Sent: Monday, April 11, 2005 8:23 AM
To: Patterson, Gary D
Subject: RE: dPI Teleconnect

Mr. Patterson:

Thank you for your correspondence. Your prompt response to this matter is appreciated. We will review our submission regarding the Line Connection Fee Waiver and determine

11/8/2005

the accuracy of the data.

In the future, is it best to work through you on these matters?

Thank you again.

Brian A. Bolinger
Vice President of Legal Affairs
dPi Teleconnect, LLC
2997 LBJ Freeway, Suite 225
Dallas, TX 75234
Office (972) 488-5500 ext. 4018
Fax (972) 408-0183

-----Original Message-----

From: Patterson, Gary D
[mailto:Gary.Patterson2@BellSouth
Sent: Friday, April 08, 2005 5:36
PM
To: BBolinger@dpiteleconnect.com
Subject: dPi Teleconnect

April 8, 2005

Mr. Brian Bolinger
Vice President of Legal Affairs
dPi Teleconnect, LLC
2997 LBJ Freeway, Suite 225
Dallas, TX 75234

Dear Mr. Bolinger:

This is in response to your email to BellSouth dated April 8, 2005 regarding resale promotional credits claimed to be due to dPi Teleconnect. We apologize for the delay in processing promotional credits however, I understand that the investigation and processing is now complete and a credit will appear on your April billing. As you stated in your email, BellSouth began receiving applications for these credits beginning in September 2004. As you know, these credits received in September by BellSouth were for the time period of October 2003 through August 2004. Upon initial investigation of the request, it

was determined that it was necessary to further investigate whether the end user qualifications for these promotions were present. BellSouth endeavored to insure parity for our wholesale customers by fully exploring the qualifications from a retail, legal, and regulatory perspective for each promotion.

Based on these defined qualifications, as stated above, your credits have been processed and will appear on your April billing. Please see attached spreadsheet for details of promotional credits given. In summary, the findings are:

- [REDACTED] Charge Waiver - dPi Teleconnect requested \$ [REDACTED], and received credit of \$ [REDACTED].
- [REDACTED] 1FR + 2 Free Features - dPi Teleconnect requested \$ [REDACTED] and received credit of \$ [REDACTED].
- [REDACTED] Waiver - 2004 dPi Teleconnect requested \$ [REDACTED], and received credit of \$ [REDACTED]. dPi Teleconnect did not receive full credit on all submitted requests due to not meeting end user qualifications of ordering basic local service with 2 custom calling and/or TouchStar (r) features as defined in the Tariff Promotion.

BellSouth performed a random sampling of cad user telephone numbers provided for each promotional credit submission and determined that your total credits due are [REDACTED].

We appreciate your patience and willingness to work with BellSouth to resolve these issues. Please contact me with any questions you have regarding this matter.

Sincerely,

Gary D. Paterson
OAVP, BARM
(205) 714-7357

<<DPI Credits thru 4_8_05.xls>>

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers. 117

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary and or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this email in error, please contact the sender and delete the material from all computers.

This electronic mail message was sent from L. M. Berry & Company

or Berry Network, Inc. Our primary business address is 3170 Kettering Blvd., Dayton, OH 45439. This message may constitute a commercial solicitation or advertisement as defined by the CAN-SPAM act of 2003. If you do not wish to receive future commercial electronic mail solicitations or advertisements from L. M. Berry & Company or Berry Network, Inc., please send a request to optout@lmberry.com

11/8/2005

Butler, Ann W

From: Saube, Louis
Sent: Tuesday, April 12, 2005 9:54 AM
To: Seegle, Kristy
Subject: FW: dP Teleconnect
Importance: High

See Brian's response below. How do we proceed?

-----Original Message-----
From: Patterson, Gary D
Sent: Monday, April 11, 2005 1:37 PM
To: Saube, Louis
Subject: FW: dP Teleconnect
Importance: High

can you answer this question? go

-----Original Message-----
From: Bolinger, Brian [mailto:bbolinger@dpconnect.com]
Sent: Monday, April 11, 2005 1:21 PM
To: Patterson, Gary D
Subject: RE: dP Teleconnect
Importance: High

Mr. Patterson:

We received an account aging as of this morning and the [REDACTED] credit was not reflected on any account. I was under the impression that since the adjustments were completed as of last Wednesday, our current aging would show the adjustment. Can you tell me when our accounts will be adjusted accordingly?

Thank you.

Brian A. Bolinger
Vice President of Legal Affairs
dP Teleconnect, LLC
2007 LBJ Freeway, Suite 225
Dallas, TX 75234
Office (972) 488-0500 ext. 4018
Fax (972) 408-0192

-----Original Message-----
From: Patterson, Gary D [mailto:Gary.Patterson2@BellSouth.com]
Sent: Monday, April 11, 2005 11:31 AM
To: Bolinger, Brian
Subject: RE: dP Teleconnect

Advermail is a sm. She shortens R to Ad. Her telephone number is 206-877-1080.

-----Original Message-----
From: Bolinger, Brian [mailto:bbolinger@dpconnect.com]
Sent: Monday, April 11, 2005 11:03 AM
To: Patterson, Gary D; Bolinger, Brian

RBOC	Company	Bill Date	Date Sent	Submitted	Credits Paid	Denied	Open	Invoice#	Q Account
BellSouth	DPI Teleconnect	11/08/2003	01/02/2006	\$ 1,100.00	\$ -		\$ 1,100.00	C2-NC-704-20031108	704Q888437
BellSouth	DPI Teleconnect	12/08/2003	01/02/2006	\$ 4,000.00	\$ -		\$ 4,000.00	C2-NC-704-20031208	704Q888437
BellSouth	DPI Teleconnect	01/08/2004	01/02/2006	\$ 6,900.00	\$ -		\$ 6,900.00	C2-NC-704-20040108	704Q888437
BellSouth	DPI Teleconnect	01/08/2005	01/03/2006	\$ 5,800.00	\$ -		\$ 5,800.00	C2-NC-704-20050108	704Q888437
BellSouth	DPI Teleconnect	02/08/2005	12/09/2005	\$ 5,600.00	\$ -		\$ 5,600.00	C2-NC-704-20050208	704Q888437
BellSouth	DPI Teleconnect	03/08/2005	12/09/2005	\$ 9,200.00	\$ -		\$ 9,200.00	C2-NC-704-20050308	704Q888437
BellSouth	DPI Teleconnect	04/08/2005	01/03/2006	\$ 3,300.00	\$ -		\$ 3,300.00	C2-NC-704-20050408	704Q888437
BellSouth	DPI Teleconnect	04/08/2005	04/20/2006	\$ 1,950.00	\$ -		\$ 1,950.00	C3-NC-704-20050408	704Q888437
BellSouth	DPI Teleconnect	01/08/2006	12/26/2006	\$ 3,100.00	\$ -		\$ 3,100.00	C3-NC-704-20060108	704Q888437
BellSouth	DPI Teleconnect	02/08/2006	12/26/2006	\$ 5,950.00	\$ -		\$ 5,950.00	C3-NC-704-20060208	704Q888437
BellSouth	DPI Teleconnect	03/08/2006	12/26/2006	\$ 4,950.00	\$ -		\$ 4,950.00	C3-NC-704-20060308	704Q888437
BellSouth	DPI Teleconnect	04/08/2006	12/26/2006	\$ 2,000.00	\$ -		\$ 2,000.00	C3-NC-704-20060408	704Q888437
BellSouth	DPI Teleconnect	05/08/2006	12/26/2006	\$ 1,150.00	\$ -		\$ 1,150.00	C3-NC-704-20060508	704Q888437
BellSouth	DPI Teleconnect	06/08/2006	12/26/2006	\$ 2,200.00	\$ -		\$ 2,200.00	C3-NC-704-20060608	704Q888437
BellSouth	DPI Teleconnect	07/08/2006	08/09/2006	\$ 2,350.00	\$ -		\$ 2,350.00	C3-NC-704-20060708	704Q888437
BellSouth	DPI Teleconnect	08/08/2006	12/26/2006	\$ 6,350.00	\$ -		\$ 6,350.00	C3-NC-704-20060808	704Q888437
BellSouth	DPI Teleconnect	09/08/2006	12/26/2006	\$ 9,450.00	\$ -		\$ 9,450.00	C3-NC-704-20060908	704Q888437
BellSouth	DPI Teleconnect	10/08/2006	12/26/2006	\$ 14,200.00	\$ -		\$ 14,200.00	C3-NC-704-20061008	704Q888437
BellSouth	DPI Teleconnect	11/08/2006	12/26/2006	\$ 14,550.00	\$ -		\$ 14,550.00	C3-NC-704-20061108	704Q888437
BellSouth	DPI Teleconnect	12/08/2006	12/26/2006	\$ 15,500.00	\$ -		\$ 15,500.00	C3-NC-704-20061208	704Q888437
BellSouth	DPI Teleconnect	09/08/2004	12/29/2005	\$ 100.00	\$ -		\$ 100.00	CB-NC-704-20040908	704Q888437
BellSouth	DPI Teleconnect	11/08/2004	12/29/2005	\$ 100.00	\$ -		\$ 100.00	CB-NC-704-20041108	704Q888437
BellSouth	DPI Teleconnect	12/08/2004	12/29/2005	\$ 400.00	\$ -		\$ 400.00	CB-NC-704-20041208	704Q888437
BellSouth	DPI Teleconnect	01/08/2005	12/28/2005	\$ 600.00	\$ -		\$ 600.00	CB-NC-704-20050108	704Q888437
BellSouth	DPI Teleconnect	02/08/2005	12/29/2005	\$ 100.00	\$ -		\$ 100.00	CB-NC-704-20050208	704Q888437
BellSouth	DPI Teleconnect	04/08/2005	12/26/2005	\$ 600.00	\$ -		\$ 600.00	CB-NC-704-20050408	704Q888437
BellSouth	DPI Teleconnect	05/08/2005	12/26/2005	\$ 300.00	\$ -		\$ 300.00	CB-NC-704-20050508	704Q888437
BellSouth	DPI Teleconnect	06/08/2005	12/26/2005	\$ 300.00	\$ -		\$ 300.00	CB-NC-704-20050608	704Q888437
BellSouth	DPI Teleconnect	07/08/2005	03/20/2006	\$ 200.00	\$ -		\$ 200.00	CB-NC-704-20050708	704Q888437
BellSouth	DPI Teleconnect	08/08/2005	12/26/2005	\$ 200.00	\$ -		\$ 200.00	CB-NC-704-20050808	704Q888437
BellSouth	DPI Teleconnect	09/08/2005	12/26/2005	\$ 400.00	\$ -		\$ 400.00	CB-NC-704-20050908	704Q888437
BellSouth	DPI Teleconnect	10/08/2005	12/24/2005	\$ 300.00	\$ -		\$ 300.00	CB-NC-704-20051008	704Q888437
BellSouth	DPI Teleconnect	11/08/2005	12/23/2005	\$ 400.00	\$ -		\$ 400.00	CB-NC-704-20051108	704Q888437

EXHIBIT KAS-4

(PROPRIETARY & CONFIDENTIAL)

EXHIBIT KAS-5

(PROPRIETARY & CONFIDENTIAL)

Exhibit PLF-2

DOCUMENT NUMBER-DATE

09591 SEP 16 8

FPSC-COMMISSION CLERK

**AGREEMENT
GENERAL TERMS AND CONDITIONS**

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and DPI-Teleconnect, LLC (DPI), a Delaware corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or DPI or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, DPI is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, DPI wishes to resell BellSouth's telecommunications services and purchase network elements and other services, and, solely in connection therewith, may wish to utilize collocation space as set forth in Attachment 4 of this Agreement); and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic pursuant to Sections 251 and 252 of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and DPI 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.

General Terms and Conditions means this document including all of the terms, provisions and conditions set forth herein.

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 Prior to execution of this Agreement, DPI agrees to provide BellSouth in writing DPI'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 DPI is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, DPI will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement. Upon notification, BellSouth will file this Agreement with the appropriate Commission for approval.

2. Term of the Agreement

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

2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.

2.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, BellSouth shall continue to offer services to DPI pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 2.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement.

3. **Operational Support Systems**

DPI shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement.

4. **Parity**

When DPI purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its Affiliates, subsidiaries and End Users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to DPI shall be at least equal in quality to that which BellSouth provides to itself, its Affiliates or any other Telecommunications carrier. The quality of the interconnection between the network of BellSouth and the network of DPI shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's End Users and service quality as perceived by DPI.

5. **White Pages Listings**

5.1 BellSouth shall provide DPI and its customers access to white pages directory listings under the following terms:

- 5.1.1 **Listings.** DPI shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include DPI residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Interconnection Agreement. Directory listings will make no distinction between DPI and BellSouth subscribers.
- 5.1.2 **Rates.** So long as DPI provides subscriber listing information (SLI) to BellSouth in accordance with Section 5.2 below, BellSouth shall provide to DPI one (1) primary White Pages listing per DPI subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.
- 5.2 Procedures for Submitting DPI SLI are found in The BellSouth Business Rules for *Local Ordering*.
- 5.2.1 DPI authorizes BellSouth to release all DPI SLI provided to BellSouth by DPI to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), Section A38.2, as the same may be amended from time to time. Such DPI SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 5.2.2 No compensation shall be paid to DPI for BellSouth's receipt of DPI 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 DPI's SLI, or costs on an ongoing basis to administer the release of DPI SLI, DPI 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 DPI's SLI, DPI will be notified. If DPI does not wish to pay its proportionate share of these reasonable costs, DPI may instruct BellSouth that it does not wish to release its SLI to independent publishers, and DPI shall amend this Agreement accordingly. DPI will be liable for all costs incurred until the effective date of the amendment.
- 5.2.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by DPI under this Agreement. DPI shall indemnify, 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 DPI listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to DPI any complaints received by BellSouth relating to the accuracy or quality of DPI listings.
- 5.2.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.3 **Unlisted/Non-Published Subscribers.** DPI will be required to provide to BellSouth the names, addresses and telephone numbers of all DPI customers who wish to be

omitted from directories. Unlisted/Non-Published SLI will be subject to the rates as set forth in BellSouth's General Subscriber Services Tariff.

- 5.4 **Inclusion of DPI End Users in Directory Assistance Database.** BellSouth will include and maintain DPI subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and DPI shall provide such Directory Assistance listings to BellSouth at no recurring charge.
- 5.5 **Listing Information Confidentiality.** BellSouth will afford DPI's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 5.6 **Additional and Designer Listings.** Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.7 **Directories.** BellSouth or its agent shall make available White Pages directories to DPI subscribers at no charge or as specified in a separate agreement with BellSouth's agent.
6. **Court Ordered Requests for Call Detail Records and Other Subscriber Information**
 - 6.1 **Subpoenas Directed to BellSouth.** Where BellSouth provides resold services or local switching for DPI, 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 DPI 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 DPI End Users for the same length of time it maintains such information for its own End Users.
 - 6.2 **Subpoenas Directed to DPI.** Where BellSouth is providing to DPI Telecommunications Services for resale or providing to DPI the local switching function, then DPI agrees that in those cases where DPI receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to DPI End Users, and where DPI does not have the requested information, DPI will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 6.1 above.
 - 6.3 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.
7. **Liability and Indemnification**

- 7.1 DPI Liability. In the event that DPI consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of DPI under this Agreement.
- 7.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to DPI for any act or omission of another Telecommunications company providing services to DPI.
- 7.3 Limitation of Liability
- 7.3.1 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 negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.
- 7.3.2 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 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.
- 7.3.3 Neither BellSouth nor DPI 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.
- 7.3.4 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.

- 7.3.5 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.
- 7.4 Indemnification for Certain Claims. 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.
- 7.5 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.
8. **Intellectual Property Rights and Indemnification**
- 8.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the Other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the Other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the Other Party.
- 8.2 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.

8.3 Intellectual Property Remedies

8.3.1 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 7 preceding.

8.3.2 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 shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:

8.3.2.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

8.3.2.2 obtain a license sufficient to allow such use to continue.

8.3.2.3 In the event Section 8.3.2.1 or 8.3.2.2 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.

8.3.3 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.

8.3.4 **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.

8.4 **Dispute Resolution.** Any claim arising under this Section 8 shall be excluded from the dispute resolution procedures set forth in Section 10 and shall be brought in a court of competent jurisdiction.

9. **Proprietary and Confidential Information**

9.1 **Proprietary and Confidential Information.** It may be necessary for BellSouth and DPI, 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.

9.2 **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.

9.3 **Exceptions.** Recipient will not have an obligation to protect any portion of the Information which:

9.3.1 (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.

9.4 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.

- 9.5 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.
- 9.6 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.
- 9.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 9 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.

10. 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 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.

11. Taxes

- 11.1 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.
- 11.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

- 11.2.1 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.
- 11.2.2 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.
- 11.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.
- 11.3.1 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.
- 11.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items 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.
- 11.3.3 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.
- 11.3.4 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.
- 11.3.5 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.
- 11.3.6 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.

- 11.3.7 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.
- 11.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 11.4.1 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.
- 11.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items 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.
- 11.4.3 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.
- 11.4.4 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.
- 11.4.5 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.
- 11.4.6 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.

11.4.7 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.

11.5 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.

12. **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 DPI, 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.

13. **Adoption of Agreements**

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to DPI any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement that was adopted.

14. Modification of Agreement

14.1 If DPI 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 DPI to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

14.2 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.

14.3 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 DPI or BellSouth to perform any material terms of this Agreement, DPI 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 ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

15. Non-waiver of Legal Rights

Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

16. Indivisibility

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.

17. 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.

18. 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.

19. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement in its entirety to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of DPI, the assignee must provide evidence of Commission CLEC certification. 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, DPI shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) DPI pays all bills, past due and current, under this Agreement, or (2) DPI's assignee expressly assumes liability for payment of such bills.

20. Notices

20.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

BellSouth Telecommunications, Inc.

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

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

DPI-Teleconnect, LLC

David B. Dorwart
President/CEO
2997 LBJ Freeway, Suite 225
Dallas, Texas 75234

Telephone: (972) 488-4500 Ext 4001

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

- 20.2 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.
- 20.3 Notwithstanding the foregoing, BellSouth may provide DPI notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.
21. **Rule of Construction**
- No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.
22. **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.
23. **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.

24. 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, DPI shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by DPI. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as DPI is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

25. Compliance with Applicable Law

Each Party shall comply at its own expense with Applicable Law.

26. 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.

27. 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.

28. Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to DPI as a requesting carrier under the Act).

29. Rate True-Up

- 29.1 This section applies to Network Interconnection and/or Unbundled Network Elements and Other Services rates that are expressly subject to true-up under this Agreement.
- 29.2 The designated true-up rates shall be trueed-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) 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 Section 10 of the General Terms and Conditions of this Agreement.
- 29.3 An 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 DPI specifically or upon all carriers generally, such as a generic cost proceeding.
- 30. 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.
- 31. Entire Agreement**
- 31.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 31.2 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 DPI 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.

31.2 This Agreement includes Attachments with provisions for the following:

Resale
Network Elements and Other Services
Network Interconnection
Collocation
Access to Numbers and Number Portability
Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
Billing
Rights-of-Way, Conduits and Pole Attachments
Performance Measurements
BellSouth Disaster Recovery Plan
Bona Fide Request/New Business Request Process

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

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)
LNP Data Base Query Service

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

BellSouth Telecommunications, Inc.

DPI-Teleconnect, LLC

By: Original Signature on File

By: Original Signature on File

Name: Elizabeth R.A. Shiroishi

Name: David B. Dorwart

Title: Director

Title: President and CEO

Date: 3/20/2003

Date: 3/11/2003

Attachment 1

Resale

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RESALE

1. **Discount Rates**
 - 1.1 The discount rates applied to DPI purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit E. 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 DPI for the purposes of resale to DPI's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit E 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 DPI, 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 DPI 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 DPI provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- 3.1.2 In Tennessee, if DPI does not resell Lifeline service to any end users, and if DPI agrees to order an appropriate Operator Services/Directory Assistance block as set forth in BellSouth's General Subscriber Services Tariff, the discount shall be 21.56%.
 - 3.1.2.1 In the event DPI resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon DPI and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate Operating Customer Number (OCN) is established for billing of Lifeline service end users, the discount shall be applied as set forth in 3.1.2 preceding for the non-Lifeline affected Master Account (Q-account).
 - 3.1.2.2 DPI must provide written notification to BellSouth within 30 days prior to either providing its own operator services/ directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.
- 3.2 DPI 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 DPI must resell services to other End Users.
 - 3.2.2 DPI cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.
- 3.3 DPI 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 DPI for said services.
- 3.4 DPI 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 DPI. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of DPI. 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 DPI 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 DPI 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 DPI 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 DPI, BellSouth will provide DPI with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. DPI acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. DPI 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, DPI 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 DPI to designate up to 100 intermediate telephone numbers per CLLIC, for DPI's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. DPI 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 DPI's End Users, pursuant to Section 6 of the General Terms and Conditions.
- 3.13 If DPI 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, DPI 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 DPI remain the property of BellSouth.
- 3.15 White page directory listings for DPI End Users will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.16 Service Ordering and Operational Support Systems (OSS)
- 3.16.1 DPI 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 DPI 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 E to this Agreement. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit E to this Agreement. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
- 3.16.3 Denial/Restoral OSS Charge. In the event DPI 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. DPI will incur an OSS charge for an accepted LSR that is later canceled.
- 3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
 - Call Forward Busy Line ("CF/B")
 - Call Forward Don't Answer ("CF/DA")
- Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.
- 3.18 BellSouth shall provide branding for, or shall unbrand, voice mail services for DPI 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 DPI acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to DPI that Special Assembly at the wholesale discount at DPI's option. DPI 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 DPI customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate DPI 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 DPI 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 DPI 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 DPI, and DPI 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 DPI**
- 4.1 Resale of BellSouth services shall be as follows:
- 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
- 4.1.3 BellSouth reserves the right to periodically audit services purchased by DPI to establish authenticity of use. Such audit shall not occur more than once in a calendar year. DPI 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 DPI 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 DPI may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.
- 4.4 If DPI cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.
- 4.5 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas
- 4.5.1 BellSouth will in some instances provision resold services in accordance with the *General Subscriber Services Tariff and Private Line Tariffs* jointly with an Independent Company or other Competitive Local Exchange Carrier.
- 4.5.2 When DPI assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.

- 4.5.3 Service terminating in an Independent Company or other Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to DPI.
- 4.5.4 DPI must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming an end user account where such circumstances apply.
- 4.5.5 Specific guidelines regarding such services are available on BellSouth's website @ 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 DPI 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 DPI accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 DPI will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, DPI shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth will bill DPI 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 DPI'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, DPI will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to establish accounts for resold services ("master account"). DPI is required to provide the following before a master account is established: blanket letter of authorization, misdirected number form, proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National

Exchange Carriers Association ("NECA") and a deposit and tax exemption certificate, if applicable.

- 6.1.1 If DPI needs to change its OCN(s) under which it operates when DPI has already been conducting business utilizing those OCN(s), DPI shall bear all costs incurred by BellSouth to convert DPI to the new OCN(s). OCN conversion charges include all time required to make system updates to all of DPI's end user customer records. Appropriate charges will appear in the OC&C section of DPI's bill.
- 6.2 DPI shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that DPI 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 DPI's End User customer.
- 6.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from DPI to BellSouth or will accept a request from another CLEC for conversion of the End User's service from DPI to such other CLEC. Upon completion of the conversion BellSouth will notify DPI 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 DPI's End User on behalf of, and at the request of, DPI. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of DPI.
 - 7.1.2 At the request of DPI, BellSouth will disconnect a DPI End User customer.
 - 7.1.3 All requests by DPI for denial or disconnection of an End User for nonpayment must be in writing.
 - 7.1.4 DPI 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 DPI 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 DPI and/or the End User against any claim, loss or damage arising from providing this information to DPI. It is the responsibility of DPI 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. Operator Services (Operator Call Processing and Directory Assistance)**
- 8.1 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.
- 8.1 Upon request for BellSouth Operator Call Processing, BellSouth shall:
- 8.1.1 Process 0+ and 0- dialed local calls
 - 8.1.3.2 Process 0+ and 0- intraLATA toll calls.
 - 8.1.4 Process calls that are billed to DPI end user's calling card that can be validated by BellSouth.
 - 8.1.5 Process person-to-person calls.
 - 8.1.6 Process collect calls.
 - 8.1.7 Provide the capability for callers to bill a third party and shall also process such calls.
 - 8.1.8 Process station-to-station calls.
 - 8.1.9 Process Busy Line Verify and Emergency Line Interrupt requests.
 - 8.1.10 Process emergency call trace originated by Public Safety Answering Points.
 - 8.1.11 Process operator-assisted directory assistance calls.
 - 8.1.12 Adhere to equal access requirements, providing DPI local end users the same IXC access that BellSouth provides its own operator service.
 - 8.1.13 Exercise at least the same level of fraud control in providing Operator Service to DPI that BellSouth provides for its own operator service.
 - 8.1.14 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
 - 8.1.15 Direct customer account and other similar inquiries to the customer service center designated by DPI.
 - 8.1.16 Provide call records to DPI in accordance with ODUF standards.

- 8.1.17 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 8.2 Directory Assistance Service
- 8.2.1 Directory Assistance Service provides local and non-local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 8.2.2 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by DPI'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.
- 8.3.1 Directory Assistance Service Updates
- 8.3.1 BellSouth shall update end user listings changes daily. These changes include:
- 8.3.2 New end user connections
- 8.3.3 End user disconnections
- 8.3.4 End user address changes
- 8.3.5 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 8.4 Branding for Operator Call Processing and Directory Assistance
- 8.4.1 BellSouth's branding feature provides a definable announcement to DPI 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 DPI's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in Exhibit E of this Attachment.
- 8.4.2 BellSouth offers three branding offering options to DPI when ordering BellSouth's Directory Assistance and Operator Call Processing: BellSouth Branding, Unbranding and Custom Branding.
- 8.4.3 Upon receipt of the branding order from DPI, the order is considered firm after ten (10) business days. Should DPI decide to cancel the order, written notification to DPI's BellSouth Account Executive is required. If DPI decides to cancel after ten (10) business days from receipt of the branding order, DPI shall pay all charges per the order.

- 8.4.4 Branding via Originating Line Number Screening (OLNS)
- 8.4.4.1 BellSouth Branding, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via OLNS software. When utilizing this method of Unbranding or Custom Branding DPI shall not be required to purchase dedicated trunking.
- 8.4.4.2 BellSouth Branding is the default branding offering.
- 8.4.4.3 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance DPI must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To Implement Unbranding and Custom Branding via OLNS software, DPI must submit a manual order form which requires, among other things, DPI's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. DPI shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon DPI's purchase of Unbranding and Custom Branding using OLNS software for any particular TOPS, all DPI end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.
- 8.4.4.4 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in Exhibit E of this Attachment. In addition to the charges for Unbranding and Custom Branding via OLNS software, DPI shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Call Processing platforms as set forth in Exhibit E of this Attachment.
- 8.4.5 Selective Call Routing using Line Class Codes (SCR-LCC)
- 8.4.5.1 Where DPI resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route DPI's end user calls to that provider through Selective Call Routing.
- 8.4.5.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for DPI to have its OCP/DA calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.
- 8.4.5.3 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service and certain PBX services.

- 8.4.5.4 Where available, DPI specific and unique line class codes are programmed in each BellSouth end office switch where DPI intends to service end users with customized OCP/DA branding. The line class codes specifically identify DPI's end users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and DPI intends to provide DPI-branded OCP/DA to its end users in these multiple rate areas.
- 8.4.5.5 BellSouth Branding is the default branding offering.
- 8.4.5.6 SCR-LCC supporting Custom Branding and Self Branding require DPI to order dedicated transport and trunking from each BellSouth end office identified by DPI, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the DPI Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for transport and trunks are set forth in applicable BellSouth Tariffs.
- 8.4.5.7 The rates for SCR-LCC are as set forth in Exhibit E of this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office.
- 8.4.5.8 Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by DPI to the BellSouth Tops. The calls are routed to "No Announcement."
- 8.4.6 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which DPI requires service.
- 8.4.6.1 Directory Assistance customized branding uses:
- 8.4.6.2 the recording of DPI
- 8.4.6.3 the loading of the recording in each switch.
- 8.4.6.4 Operator Call Processing customized branding uses:
- 8.4.6.5 the recording of DPI
- 8.4.6.6 2 the loading of the recording in each switch.
- 8.4.6.7 the loading on the Network Applications Vehicle (NAV). All NAV shelves within the region where the customer is offering service must be loaded.

9. Line Information Database (LIDB)

9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.

9.2 BellSouth will provide LIDB Storage upon written request to DPI's Account Manager stating a requested activation date.

10. RAO Hosting

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

11. Optional Daily Usage File (ODUF)

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

11.2 BellSouth will provide ODUF service upon written request to its Account Manager stating a requested activation date.

12. Enhanced Optional Daily Usage File (EODUF)

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

12.2 BellSouth will provide EODUF service upon written request to its Account Manager stating a requested activation date.

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

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 N11 Services	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7 MemoryCall Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Non-RecurCharges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11 End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13 Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

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. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

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

- I. Definitions (from Addendum)**
- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
 - B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service.
 - C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service.
 - D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
 - E. PIN number - a four-digit security code assigned by BellSouth that is added to a billing number to compose a fourteen-digit calling card number.
 - F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by DPI.
 - G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.
 - H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.
 - I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by DPI.
 - J. Get-Data - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.
 - K. Originating Line Number Screening ("OLNS") - refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to BellSouth by DPI for originating line numbers.
 - L. Account Owner - name of the local exchange telecommunications company that is providing dialtone on a subscriber line.

II. General

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

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

1. Billed Number Screening

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

2. Calling Card Validation

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

3. OLNS

BellSouth is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of DPI from which a call originates.

4. GetData

BellSouth is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of DPI indicating the local

DPI in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

Optional Daily Usage File

1. Upon written request from DPI, BellSouth will provide the Optional Daily Usage File (ODUF) service to DPI pursuant to the terms and conditions set forth in this section.
2. DPI shall furnish all relevant information required by BellSouth for the provision of the ODUF.
3. The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a DPI customer.
4. Charges for ODUF will appear on DPI's monthly bills. The charges are as set forth in Exhibit E to this Attachment. ODUF charges are billed once a month for the previous month's usage. DPI will be billed at the ODUF rates that are in effect at the end of the previous month.
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.
6. Messages that error in DPI's billing system will be the responsibility of DPI. If, however, DPI should encounter significant volumes of errored messages that prevent processing by DPI within its systems, BellSouth will work with DPI to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the ODUF feed.
 - 6.1 ODUF Message to be Transmitted
 - 6.1.1 The following messages recorded by BellSouth will be transmitted to DPI:
 - Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
 - Measured billable Local
 - Directory Assistance messages
 - IntraLATA Toll

 - WATS and 800 Service
 - N11

- Information Service Provider Messages
 - Operator Services Messages
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service
- 6.1.2 Rated Incollected (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollected will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollected 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 DPI.
- 6.1.4 In the event that DPI detects a duplicate on ODUF they receive from BellSouth, DPI will drop the duplicate message and will not return the duplicate to BellSouth).
- 6.2 ODUF Physical File Characteristics
- 6.2.1 The ODUF will be distributed to DPI via CONNECT:Direct or Secure File Transfer Protocol (FTP) or another mutually agreed medium. 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.
- 6.2.2 Data circuits (private line or dial-up) will be required between BellSouth and DPI for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, DPI will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. DPI 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 data 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 DPI. Additionally, all message toll charges associated with the use of the dial circuit by DPI will be the responsibility of DPI. 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 DPI end for the purpose of data transmission will be the responsibility of DPI.
- 6.2.3 If DPI utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of DPI.

6.3 ODUF Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

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

The data will be packed using ATIS EMI records.

6.4 ODUF Pack Rejection

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

6.5 ODUF Control Data

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

6.6 ODUF Testing

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

Enhanced Optional Daily Usage File

1. Upon written request from DPI, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to DPI 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. DPI 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 delivery of the EODUF will appear on DPI's monthly bills. EODUF charges are billed at the EODUF rates that are in effect at the end of the previous month. The charges are as set forth in Exhibit E 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 DPI will be the responsibility of DPI. If, however, DPI should encounter significant volumes of errored messages that prevent processing by DPI within its systems, BellSouth will work with DPI to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the EODUF feed.

7.1 Usage To Be Transmitted

- 7.1.1 The following messages recorded by BellSouth will be transmitted to DPI:

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

Date of Call

From Number

To Number

Connect Time

Conversation Time

Method of Recording

From RAO

Rate Class

Message Type

Billing Indicators

Bill to Number

- 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 DPI.
- 7.1.3 In the event that DPI detects a duplicate on EODUF they receive from BellSouth, DPI will drop the duplicate message (DPI will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

- 7.2.1 The EODUF feed will be distributed to DPI via Connect: Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The EODUF messages will be intermingled among DPI'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.
- 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and DPI for the purpose of data transmission as set forth in Section 6.2.2 above.
- 7.2.3 If DPI utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of DPI.

7.3 Packing Specifications

- 7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 7.3.2 The OCN, From (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to DPI which BellSouth RAO is sending the message. BellSouth and DPI will use the invoice sequencing to control data exchange.

RESALE DISCOUNTS AND RATES - Alabama										Attachment 1		Exhibit E																									
CATEGORY	RATE ELEMENTS	Interm	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	OSIS Rates(\$)																								
													Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOME C	SOMAN	SOMAN	SOMAN																
APPLICABLE DISCOUNTS																																					
	Residence %					16.30																															
	Business %					16.30																															
	CSAs %					16.30																															
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																																					
	Electronic LSR				SOME C	3.50	3.50	3.50	3.50																												
	Manual LSR				SOMAN	19.99	19.99	19.99	19.99																												
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR/LCC)																																					
	Selective Routing Per Unique Line Class Code Per Request Per Switch					84.70	84.70	14.11	14.11																												
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE																																					
	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																														
DIRECTORY ASSISTANCE UNBRANDING via OLMS SOFTWARE																																					
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00																														
	Loading of DA per Switch per OCN					16.00	16.00																														
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE																																					
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00																														
	Loading of Custom Branded OA Announcement per shell/NAV per OCN					500.00	500.00																														
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00																														
OPERATOR ASSISTANCE UNBRANDING via OLMS SOFTWARE																																					
	Loading of OA per OCN (Regional)					1,200.00	1,200.00																														
ODUP/ODUP SERVICES																																					
OPTIONAL DAILY USAGE FILE (ODUF)																																					
	ODUF: Recording, per message					0.000011																															
	ODUF: Message Processing, per message					0.004101																															
	ODUF: Message Processing, per Magnetic Tape provisioned					42.67																															
	ODUF: Data Transmission (CONNECT/DIRECT), per message					0.000064																															
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																																					
	EODUF: Message Processing, per message					0.22																															

RESALE DISCOUNTS AND RATES - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 1		Exhibit E					
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disa 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disa Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					21.83										
	Business %					16.81										
	CSAs %					16.81										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																
	Electronic LSR				SOMEK		3.50	3.50	3.50	3.50						
	Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						93.55	93.55	11.46	11.46						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCH						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLMS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						18.00	18.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per switch/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLMS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EOOUF SERVICES																
OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message						0.0000071									
	ODUF: Message Processing, per message						0.000146									
	ODUF: Message Processing, per Magnetic Tape provisioned						35.91									
	ODUF: Data Transmission (CONNECT/DIRECT), per message						0.00010373									
ENHANCED OPTIONAL DAILY USAGE FILE (EOOUF)																
	EOOUF: Message Processing, per message						0.080688									

RESALE DISCOUNTS AND RATES - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 1		Exhibit E							
									Incremental Change - Manual Svc Order vs. Electronic-1st	Incremental Change - Manual Svc Order vs. Electronic-Add'l	Incremental Change - Manual Svc Order vs. Electronic-1st	Incremental Change - Manual Svc Order vs. Electronic-Add'l	Incremental Change - Manual Svc Order vs. Electronic-1st	Incremental Change - Manual Svc Order vs. Electronic-Add'l				
									RATES(\$)						OSS Rates(\$)			
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring First	Nonrecurring Add'l	Discontinued	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
APPLICABLE DISCOUNTS																		
	Residence %					20.30												
	Business %					17.30												
	CSAs %					17.30												
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																		
	Electronic LSR				SOMEK	3.50	3.50	3.50	3.50									
	Manual LSR				SOMAN	19.99	19.99	19.99	19.99									
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																		
	Selective Routing Per Unique Line Class Code Per Request Per Switch					199.56	199.56											
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE																		
	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											
DIRECTORY ASSISTANCE UNBRANDING via OLMS SOFTWARE																		
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00											
	Loading of DA per Switch per OCN					18.00	18.00											
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE																		
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00											
	Loading of Custom Branded OA Announcement per Switch/NAV per OCN					500.00	500.00											
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00											
OPERATOR ASSISTANCE UNBRANDING via OLMS SOFTWARE																		
	Loading of DA per OCN (Regional)					1,200.00	1,200.00											
ODUF/ODUF SERVICES																		
OPTIONAL DAILY USAGE FILE (ODUF)																		
	ODUF: Recording, per message					0.0001275												
	ODUF: Message Processing, per message					0.0082548												
	ODUF: Message Processing, per Magnetic Tape provisioned					28.95												
	ODUF: Data Transmission (CONNECT/DIRECT), per message					0.0006434												
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																		
	EODUF: Message Processing, per message					0.0034555												

RESALE DISCOUNTS AND RATES - Kentucky

CATEGORY	RATE ELEMENTS	WYMT #	Zone	BCS	USOC	RATE(S)	Svc Order Submitted Elec per LSR	Svc Order Submitted Monthly per LSR	Attachment 1		Exhibit E						
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l					
							Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
							Rec	First	Advt	First	Advt	SOM/EC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
	Residence %						18.70										
	Business %						15.54										
	CSAs %						15.54										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
	Electronic LSR				SOME/C		3.50	3.50	3.50	3.50							
	Manual LSR				SOMAN		18.99	19.99	19.99	19.99							
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR/LCC)																	
	Selective Routing Per Unique Line Class Code Per Request Per Switch						93.53	93.53	15.54	15.54							
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE																	
	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									
DIRECTORY ASSISTANCE UNBRANDING via OLMS SOFTWARE																	
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00									
	Loading of DA per Switch per OCN						18.00	18.00									
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE																	
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00									
	Loading of Custom Branded OA Announcement per she/NAV per OCN						500.00	500.00									
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00									
OPERATOR ASSISTANCE UNBRANDING via OLMS SOFTWARE																	
	Loading of OA per OCN (Regional)						1,200.00	1,200.00									
OOUP/ECOUP SERVICES																	
OPTIONAL DAILY USAGE FILE (ODUF)																	
	OOUP: Recording, per message						0.0000138										
	OOUP: Message Processing, per message						0.002508										
	OOUP: Message Processing, per Magnetic Tape provisioned						35.90										
	OOUP: Data Transmission (CONNECT/DIRECT), per message						0.00010377										
ENHANCED OPTIONAL DAILY USAGE FILE (EOOUP)																	
	EOOUP: Message Processing, per message						0.235880										

RESALE DISCOUNTS AND RATES - Louisiana

CATEGORY	RATE ELEMENTS	Inter	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 1		Exhibit E					
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rate(s)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					20.72										
	Business %					20.72										
	CSAs %					9.05										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																
	Electronic LSR				SOME C	3.50	3.50	3.50	3.50							
	Manual LSR				SOMAN	19.99	19.99	19.99	19.99							
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch					82.25	82.25									
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	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									
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00									
	Loading of DA per Switch per OCN					16.00	16.00									
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00									
	Loading of Custom Branded OA Announcement per shell/NAV per OCN					500.00	500.00									
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00									
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)					1,200.00	1,200.00									
OCUP/ECOLUP SERVICES																
OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.0000117										
	ODUF: Message Processing, per message					0.004641										
	ODUF: Message Processing, per Message: Tape provisioned					48.45										
	ODUF: Data Transmission (CONNECT/DIRECT), per message					0.00010568										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
	EODUF: Message Processing, per message					0.250013										

RESALE DISCOUNTS AND RATES - Mississippi

CATEGORY	RATE ELEMENTS	Inter in	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 1		Exhibit E	
									Incremental Charge - Manual Svc Order vs. Electroni- c	Incremental Charge - Manual Svc Order vs. Electroni- c Add'l	Incremental Charge - Manual Svc Order vs. Electroni- c	Incremental Charge - Manual Svc Order vs. Electroni- c Add'l
									Rec	First	Add'l	First
APPLICABLE DISCOUNTS												
	Residence %					15.75						
	Business %					15.75						
	CSAs %					15.75						
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES												
	Electronic LSR				SOMEC	3.50	3.50	3.50	3.50			
	Manual LSR				SOMAN	19.99	19.99	19.99	19.99			
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)												
	Selective Routing Per Unique Line Class Code Per Request Per Switch					65.19	65.19	14.19	14.19			
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE												
	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					
DIRECTORY ASSISTANCE UNBRANDING via OLMS SOFTWARE												
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00					
	Loading of DA per Switch per OCN					16.00	16.00					
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE												
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00					
	Loading of Custom Branded OA Announcement per Switch/NAV per OCN					500.00	500.00					
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00					
OPERATOR ASSISTANCE UNBRANDING via OLMS SOFTWARE												
	Loading of OA per OCN (Regional)					1,200.00	1,200.00					
EOOUF/EOOUF SERVICES												
OPTIONAL DAILY USAGE FILE (ODOUF)												
	ODOUF: Recording, per message					0.0000063						
	ODOUF: Message Processing, per message					0.004707						
	ODOUF: Message Processing, per Magnetic Tape provisioned					49.04						
	ODOUF: Data Transmission (CONNECT/DIRECT), per message					0.0001066						
ENHANCED OPTIONAL DAILY USAGE FILE (EOOUF)												
	EOOUF: Message Processing, per message					0.250424						

RESALE DISCOUNTS AND RATES - North Carolina

CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1		Attachment: 2		
						Rec	Nonrecurring			SOMEC	SOMAN	SOMAN	SOMAN	
							First							Add'l
APPLICABLE DISCOUNTS														
	Residence %						21.50							
	Business %						17.60							
	CEA %						17.80							
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES														
	Electronic LSR				SOMEC		3.50	3.50	3.50	3.50				
	Manual LSR				SOMAN		19.99	19.99	19.99	19.99				
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR/LCC)														
	Selective Routing Per Unique Line Class Code Per Request Per Switch						82.25	82.25	14.14	14.14				
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE														
	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						
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE														
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00						
	Loading of DA per Switch per OCN						18.00	18.00						
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE														
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00						
	Loading of Custom Branded OA Announcement per switch/NAV per OCN						500.00	500.00						
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00						
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE														
	Loading of OA per OCN (Regional)						1,200.00	1,200.00						
OPTIONAL DAILY USAGE FILE (ODUF) SERVICES														
	OPTIONAL DAILY USAGE FILE (ODUF)													
	ODUF: Recording, per message						0.0003							
	ODUF: Message Processing, per message						0.0032							
	ODUF: Message Processing, per Magnetic Tape provisioned						54.61							
	ODUF: Data Transmission (CONNECT/DIRECT), per message						0.00064							
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)													
	EODUF: Message Processing, per message						6.2285406							

RESALE DISCOUNTS AND RATES - South Carolina

CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES(S)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1		Eshmt: E	
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l
									Nonrecurring Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring First
APPLICABLE DISCOUNTS												
	Residence %						14.00					
	Business %						14.00					
	CSAs %						8.00					
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES												
	Electronic LSR				SOME C		3.50	3.50	3.50	3.90		
	Manual LSR				SOMAN		19.99	19.99	19.99	19.99		
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)												
	Selective Routing Per Unique Line Class Code Per Request Per Switch						84.89	84.89	14.14	14.14		
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE												
	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				
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE												
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00				
	Loading of DA per Switch per OCN						16.00	16.00				
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE												
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00				
	Loading of Custom Branded OA Announcement per Switch per OCN						500.00	500.00				
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00				
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE												
	Loading of OA per OCN (Regional)						1,200.00	1,200.00				
ODUF/ODUF SERVICES												
OPTIONAL DAILY USAGE FILE (ODUF)												
	ODUF: Recording, per message						0.000216					
	ODUF: Message Processing, per message						0.004704					
	ODUF: Message Processing, per Magnetic Tape provisioned						48.87					
	ODUF: Data Transmission (CONNECT/DIRECT), per message						0.00010863					
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)												
	EODUF: Message Processing, per message						0.254301					

RESALE DISCOUNTS AND RATES - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	UBOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1		Exhibit: E	
									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
									Nonrecurring	Nonrecurring Disconnect	OSG Rates(\$)	
Rec	First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
APPLICABLE DISCOUNTS												
	Residence %					18.00						
	Business %					18.00						
	CSAP %					18.00						
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES												
	Electronic LSR				SOMEK	3.50	3.50	3.50	3.50			
	Manual LSR				SOMAN	18.99	18.99	18.99	18.99			
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-CC)												
	Selective Routing Per Unique Line Class Code Per Request Per Switch					179.60	179.60					
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE												
	Recording of DA Custom Branded Announcement					1,565.00	1,565.00	7.00	7.00			
	Loading of DA Custom Branded Announcement per Switch per OCN					240.71	240.71					
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE												
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00					
	Loading of DA per Switch per OCN					16.00	16.00					
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE												
	Recording of Custom Branded OA Announcement					1,565.00	1,565.00					
	Loading of Custom Branded OA Announcement per switch/NAV per OCN					240.71	240.71					
	Loading of OA Custom Branded Announcement per Switch per OCN					240.71	240.71					
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE												
	Loading of OA per OCN (Regional)					1,200.00	1,200.00					
OPTIONAL DAILY USAGE FEE (ODUF)												
	ODUF: Recording, per message					0.0000044						
	ODUF: Message Processing, per message					0.0027368						
	ODUF: Message Processing, per Magnetic Tape provisioned					52.75						
	ODUF: Data Transmission (CONNECT/DIRECT), per message					0.0000038						
ENHANCED OPTIONAL DAILY USAGE FEE (EODUF)												
	EODUF: Message Processing, per message					0.004						

Attachment 7

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 **Billing.** BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to DPI under this Agreement. BellSouth will format all bills in Carrier 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 will change as necessary when standards are finalized by the applicable industry forum.
 - 1.1.1 For any service(s) BellSouth receives from DPI, DPI 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 DPI's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at a reasonable cost.
 - 1.1.4 BellSouth will bill DPI 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 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 DPI, and DPI will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.
 - 1.1.5 BellSouth will not perform billing and collection services for DPI as a result of the execution of this Agreement.
 - 1.1.6 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, BellSouth will make an adjustment to such recurring rates billed in advance at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

- 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 regulatory agency, DPI will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or 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), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, DPI may not order services under a new account established in accordance with this Section 1.2 until 30 days after all information specified in this Section 1.2 is received from DPI.
- 1.2.1 OCN. If DPI needs to change its OCN(s) under which it operates when DPI has already been conducting business utilizing those OCN(s), DPI shall bear all costs incurred by BellSouth to convert DPI to the new OCN(s). OCN conversion charges include all time required to make system updates to all of DPI's End User customer records and will be handled by the BFR/NBR process.
- 1.2.2 Payment Responsibility. Payment of all charges will be the responsibility of DPI. DPI shall make payment to BellSouth for all services billed. Payments made by DPI to BellSouth as payment on account will be credited to DPI's accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between DPI and DPI's customer.
- 1.3 Payment Due. Payment for services provided is due on or before the next bill date in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 1.4 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 1.6, below, shall apply.
- 1.5 Tax Exemption. Upon BellSouth's receipt of tax exemption certificate, the total amount billed to DPI will not include those taxes or fees from which DPI is exempt. DPI will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the End User of DPI.

- 1.6 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 charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be 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, as appropriate. In addition to any applicable late payment charges, DPI may be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.7 Discontinuing Service to DPI. The procedures for discontinuing service to DPI are as follows:
- 1.7.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by DPI of the rules and regulations of BellSouth's tariffs.
- 1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to DPI that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompleteness or suspension, is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by DPI to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to DPI if payment of such amounts, and all other amounts not in dispute that become past due before discontinuance, is not received by the thirtieth day following the date of the initial notice.
- 1.7.3 In the case of discontinuance of services, all billed charges, as well as applicable termination charges, shall become due.
- 1.7.4 Discontinuance of service on DPI's account will effect a discontinuance of service to DPI's End Users. BellSouth will reestablish service for DPI upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. DPI is solely responsible for notifying the End User of the discontinuance of the service. If within fifteen (15) days after DPI's service has been discontinued and no arrangements to reestablish service have been made consistent with this subsection, DPI's service will be disconnected.

- 1.8 Deposit Policy. DPI shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by DPI. Any such security deposit shall in no way release DPI from its obligation to make complete and timely payments of its bill. DPI shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in DPI's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event DPI fails to remit to BellSouth any deposit requested pursuant to this Section, service to DPI may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to DPI's account(s). In the event DPI defaults on its account, service to DPI will be terminated in accordance with the terms of Section 1.7 above, and any security deposits will be applied to DPI's account.
- 1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from DPI, shall be forwarded to the individual and/or address provided by DPI in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by DPI as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from DPI to BellSouth's billing organization, the notice of discontinuance of services purchased by DPI under this Agreement provided for in Section 1.7.2 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.
- 1.10 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), Enhanced Optional Daily Usage File (EODUF) and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. **BILLING DISPUTES**

- 2.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. DPI shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may 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 of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. A billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.
- 2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for designed network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.
- 3. RAO HOSTING**
- 3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to DPI by BellSouth will be in accordance with the methods and practices regularly applied

by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

- 3.2 DPI shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.3 Charges or credits, as applicable, will be applied by BellSouth to DPI on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 3.4 DPI must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, DPI must request that BellSouth establish a unique hosted RAO code for DPI. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.
- 3.5 BellSouth will receive messages from DPI that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. DPI shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 3.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from DPI.
- 3.7 All data received from DPI that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.
- 3.8 All data received from DPI that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.
- 3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by DPI and will forward them to DPI on a daily basis for processing.
- 3.10 Transmission of message data between BellSouth and DPI will be via CONNECT:Direct or Secure File Transfer Protocol (FTP).
- 3.10.1 Data circuits (private line or dial-up) will be required between BellSouth and DPI for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, DPI will be responsible for ordering the circuit and coordinating the installation with BellSouth. DPI is 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 data 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 DPI. Additionally, all message toll charges associated with the use of the dial circuit by DPI will be the responsibility of DPI. 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 the DPI end for the purpose of data transmission will be the responsibility of DPI.

- 3.10.2 If DPI utilizes Secure File Transfer Protocol for data file transmission, purchase of the Secure File Transfer Protocol software will be the responsibility of DPI.
- 3.11 All messages and related data exchanged between BellSouth and DPI will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.12 DPI will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.
- 3.13 Should it become necessary for DPI to send data to BellSouth more than sixty (60) days past the message date(s), DPI will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or DPI, where necessary, to notify all affected LECs.
- 3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. If the data cannot be retrieved, the Party responsible for losing or destroying the data will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the End Users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the resolution of the amount owed, or as mutually agreed upon by the Parties.
- 3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from DPI, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify DPI of the error. DPI will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, DPI will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.16 In association with message distribution service, BellSouth will provide DPI with associated intercompany settlements reports (CATS and NICS) as appropriate.

- 3.17 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.
- 3.18 Intercompany Settlements Messages
- 3.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by DPI as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between DPI and the involved company(ies), unless that company is participating in NICS.
- 3.18.2 Both traffic that originates outside the BellSouth region by DPI and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by DPI, is covered by CATS. Also covered is traffic that either is originated by or billed by DPI, involves a company other than DPI, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 3.18.3 Once DPI is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.
- 3.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of DPI. BellSouth will distribute copies of these reports to DPI on a monthly basis.
- 3.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of DPI. BellSouth will distribute copies of these reports to DPI on a monthly basis.
- 3.18.6 BellSouth will collect the revenue earned by DPI from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents (\$0.05), on behalf of DPI. BellSouth will remit the revenue billed by DPI to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf of DPI. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to DPI via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 3.18.7 BellSouth will collect the revenue earned by DPI within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of DPI. BellSouth will remit the revenue billed by DPI within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents

(\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to DPI via a monthly CABS miscellaneous bill.

3.18.8 BellSouth and DPI agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

4. OPTIONAL DAILY USAGE FILE

4.1 Upon written request from DPI, BellSouth will provide the Optional Daily Usage File (ODUF) service to DPI pursuant to the terms and conditions set forth in this section.

4.2 DPI shall furnish all relevant information required by BellSouth for the provision of the ODUF.

4.3 The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a DPI customer.

4.4 Charges for the ODUF will appear on DPIs' monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. DPI will be billed at the ODUF rates that are in effect at the end of the previous month.

4.5 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.

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

4.7 The following specifications shall apply to the ODUF feed.

4.7.1 ODUF Messages to be Transmitted

4.7.1.1 The following messages recorded by BellSouth will be transmitted to DPI:

4.7.1.1.1 Message recording for per use/per activation type services (examples:
Three -Way Calling, Verify, Interrupt, Call Return, etc.)

4.7.1.1.2 Measured billable Local

4.7.1.1.3 Directory Assistance messages

4.7.1.1.4 IntraLATA Toll

4.7.1.1.5 WATS and 800 Service

- 4.7.1.1.6 N11
- 4.7.1.1.7 Information Service Provider Messages
- 4.7.1.1.8 Operator Services Messages
- 4.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)
- 4.7.1.1.10 Credit/Cancel Records
- 4.7.1.1.11 Usage for Voice Mail Message Service
- 4.7.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to DPI.
- 4.7.1.4 In the event that DPI detects a duplicate on ODUF they receive from BellSouth, DPI will drop the duplicate message and will not return the duplicate to BellSouth.
- 4.7.2 ODUF Physical File Characteristics
 - 4.7.2.1 ODUF will be distributed to DPI via CONNECT:Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. 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.
 - 4.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and DPI for the purpose of data transmission as set forth in Section 3.10.1 above.
 - 4.7.2.3 If DPI utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of DPI.
- 4.7.3 ODUF Packing Specifications
 - 4.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 4.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to DPI which BellSouth RAO that is

sending the message. BellSouth and DPI will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by DPI and resend the data as appropriate.

The data will be packed using ATIS EMI records.

- 4.7.4 ODUF Pack Rejection
 - 4.7.4.1 DPI will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. DPI will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to DPI by BellSouth.
- 4.7.5 ODUF Control Data
 - 4.7.5.1 DPI will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate DPI's receipt of the pack and 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 DPI for reasons stated in the above section.
- 4.7.6 ODUF Testing
 - 4.7.6.1 Upon request from DPI, BellSouth shall send ODUF test files to DPI. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that DPI set up a production (live) file. The live test may consist of DPI's employees making test calls for the types of services DPI requests on ODUF. These test calls are logged by DPI, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.
- 5. **ACCESS DAILY USAGE FILE**
 - 5.1 Upon written request from DPI, BellSouth will provide the Access Daily Usage File (ADUF) service to DPI pursuant to the terms and conditions set forth in this section.
 - 5.2 DPI shall furnish all relevant information required by BellSouth for the provision of ADUF.
 - 5.3 ADUF will contain access messages associated with a port that DPI has purchased from BellSouth

- 5.4 Charges for ADUF will appear on DPI's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. DPI will be billed at the ADUF rates that are in effect at the end of the previous month.
- 5.5 Messages that error in the billing system of DPI will be the responsibility of DPI. If, however, DPI should encounter significant volumes of errored messages that prevent processing by DPI within its systems, BellSouth will work with DPI to determine the source of the errors and the appropriate resolution.
- 5.6 *ADUF Messages To Be Transmitted*
 - 5.6.1 The following messages recorded by BellSouth will be transmitted to DPI:
 - 5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.
 - 5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.
 - 5.6.2 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to DPI.
 - 5.6.3 In the event that DPI detects a duplicate on ADUF they receive from BellSouth, DPI will drop the duplicate message and will not return the duplicate to BellSouth.
 - 5.6.4 *ADUF Physical File Characteristics*
 - 5.6.4.1 ADUF will be distributed to DPI via CONNECT:Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ADUF feed will be a fixed block format. The data on the ADUF feed will be in a non-compacted EMI format (210 byte). 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.
 - 5.6.4.2 Data circuits (private line or dial-up) will be required between BellSouth and DPI for the purpose of data transmission as set forth in Section 3.10.1 above.
 - 5.6.4.3 If DPI utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of DPI.
 - 5.6.5 *ADUF Packing Specifications*
 - 5.6.5.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

- 5.6.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to DPI which BellSouth RAO is sending the message. BellSouth and DPI will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by DPI and resend the data as appropriate.
- The data will be packed using ATIS EMI records.
- 5.6.6 ADUF Pack Rejection
- 5.6.6.1 DPI will notify BellSouth within one business day of rejected packs (via the *mutually agreed medium*). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. DPI will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to DPI by BellSouth.
- 5.6.7 ADUF Control Data
- 5.6.7.1 DPI will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate DPI's receipt of the pack and 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 DPI for reasons stated in the above section.
- 5.6.8 ADUF Testing
- 5.6.8.1 Upon request from DPI, BellSouth shall send a test file of generic data to DPI via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.
- 6. ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)**
- 6.1 Upon written request from DPI, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to DPI 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.
- 6.2 DPI shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
- 6.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
- 6.4 Charges for delivery of the Enhanced Optional Daily Usage File will appear on DPI's monthly bills for the previous month's usage. The charges are as set forth in

Exhibit A to this Attachment. DPI will be billed at the EODUF rates that are in effect at the end of the previous month.

- 6.5 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 6.6 Messages that error in the billing system of DPI will be the responsibility of DPI. If, however, DPI should encounter significant volumes of errored messages that prevent processing by DPI within its systems, BellSouth will work with DPI to determine the source of the errors and the appropriate resolution.
- 6.7 The following specifications shall apply to the EODUF feed.
 - 6.7.1 Usage To Be Transmitted
 - 6.7.1.1 The following messages recorded by BellSouth will be transmitted to DPI:
 - 6.7.1.1.1 Customer usage data for flat rated local call originating from DPI's End User lines (IFB or IFR). The EODUF record for flat rate messages will include:
 - 6.7.1.1.2 Date of Call
 - 6.7.1.1.3 From Number
 - 6.7.1.1.4 To Number
 - 6.7.1.1.5 Connect Time
 - 6.7.1.1.6 Conversation Time
 - 6.7.1.1.7 Method of Recording
 - 6.7.1.1.8 From RAO
 - 6.7.1.1.9 Rate Class
 - 6.7.1.1.10 Message Type
 - 6.7.1.1.11 Billing Indicators
 - 6.7.1.1.12 Bill to Number
 - 6.7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to DPI.

- 6.7.1.3 *In the event that DPI detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, DPI will drop the duplicate message (DPI will not return the duplicate to BellSouth).*
- 6.7.2 **Physical File Characteristics**
- 6.7.2.1 *The EODUF feed will be distributed to DPI over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among DPI's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).*
- 6.7.2.2 *Data circuits (private line or dial-up) may be required between BellSouth and DPI for the purpose of data transmission. Where a dedicated line is required, DPI will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. DPI 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 DPI. Additionally, all message toll charges associated with the use of the dial circuit by DPI will be the responsibility of DPI. 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 DPI's end for the purpose of data transmission will be the responsibility of DPI.*
- 6.7.3 **Packing Specifications**
- 6.7.3.1 *A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.*
- 6.7.3.2 *The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to DPI which BellSouth RAO is sending the message. BellSouth and DPI will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by DPI and resend the data as appropriate.*
- 6.7.3.3 *The data will be packed using ATIS EMI records.*

ODUF/ADUF/ODUF/CMDS - Alabama										Attachment: 7		Exhibit A			
CATEGORY	RATE ELEMENTS	Inter n	Zone	@CS	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. Electroni- Add'l	Incremental Charge - Manual Svc Order vs. Electroni- Disc 1st	Incremental Charge - Manual Svc Order vs. Electroni- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/ODUF/CMDS															
ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message				N/A	0.007037									
	ADUF: Data Transmission (CONNECT-DIRECT), per message				N/A	0.000113									
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.000011									
	ODUF: Message Processing, per message				N/A	0.004101									
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	42.87									
	ODUF: Data Transmission (CONNECT-DIRECT), per message				N/A	0.000084									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message				N/A	0.004									
	CMDS: Data Transmission (CONNECT-DIRECT), per message				N/A	0.001									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message				N/A	0.22									

Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

ODUF/ADUF/EODUF/CMS - Florida

CATEGORY	RATE ELEMENTS	Interf rs	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 7		Exhibit A				
									Incremental Change - Manual Svc Order vs. Electroni- c	Incremental Change - Manual Svc Order vs. Electroni- c Add'l	Incremental Change - Manual Svc Order vs. Electroni- c	Incremental Change - Manual Svc Order vs. Electroni- c Add'l			
									Rec	Nonrecurring First	Nonrecurring Add'l	Disconnect Add'l	OSS Rates (\$)		
									SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
ODUF/ADUF/EODUF/CMS															
ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message				N/A	0.001658									
	ADUF: Data Transmission (CONNECT-DIRECT), per message				N/A	0.0001245									
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.0000071									
	ODUF: Message Processing, per message				N/A	0.002146									
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	36.91									
	ODUF: Data Transmission (CONNECT-DIRECT), per message				N/A	0.00010375									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMS)															
	CMS: Message Processing, per message				N/A	0.004									
	CMS: Data Transmission (CONNECT-DIRECT), per message				N/A	0.001									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message				N/A	0.000598									

Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

RESALE DISCOUNTS AND RATES - Georgia

CATEGORY	RATE ELEMENTS	Inlet	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Monthly per LSR	Attachment: 1		Attachment: E					
									Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Add'l				
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)		
										SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
APPLICABLE DISCOUNTS																
	Residence %					20.30										
	Business %					17.30										
	CSAs %					17.30										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																
	Electronic LSR				SOMEK	3.50	3.50	3.50	3.50							
	Manual LSR				SOMAN	19.99	19.99	19.99	19.99							
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch					199.56	199.56									
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE																
	Recording of OA Custom Branded Announcement					3,000.00	3,000.00									
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00									
DIRECTORY ASSISTANCE UNBRANDING via OLMS SOFTWARE																
	Loading of OA per OCN (1 OCN per Order)					420.00	420.00									
	Loading of OA per Switch per OCN					18.00	18.00									
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE																
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00									
	Loading of Custom Branded OA Announcement per shell/NAV per OCN					500.00	500.00									
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00									
OPERATOR ASSISTANCE UNBRANDING via OLMS SOFTWARE																
	Loading of OA per OCN (Regional)					1,200.00	1,200.00									
ODUF/ODUFP SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0001275										
	ODUF: Message Processing, per message					0.0002548										
	ODUF: Message Processing, per Magnetic Tape provisioned					38.85										
	ODUF: Data Transmission (CONNECT/DIRECT), per message					0.0000434										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUFP)															
	EODUFP: Message Processing, per message					0.0034555										

ODUF/ADUF/EODUF/CMD5 - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	GCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 7		Exhibit: A	
						Rec	Nonrecurring		Disconnect			Incremental Change - Manual Svc Order vs. Electronic-1st	Incremental Change - Manual Svc Order vs. Electronic-Add'l	Incremental Change - Manual Svc Order vs. Electronic-Disc 1st	Incremental Change - Manual Svc Order vs. Electronic-Disc Add'l
							First	Add'l							
										OES Rates (\$)					
										SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/EODUF/CMD5															
ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message				N/A	0.001857									
	ADUF: Data Transmission (CONNECT-DIRECT), per message				N/A	0.0001245									
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.0000138									
	ODUF: Message Processing, per message				N/A	0.002506									
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.90									
	ODUF: Data Transmission (CONNECT-DIRECT), per message				N/A	0.00010372									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD5)															
	CMD5: Message Processing, per message				N/A	0.004									
	CMD5: Data Transmission (CONNECT-DIRECT), per message				N/A	0.001									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message				N/A	0.225869									

Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

ODUF/ADUF/EODUF/CMS - Louisiana							Attachment 7		Exhibit A						
CATEGORY	RATE ELEMENTS	Inter- n	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Change - Manual Svc Order vs. Electronic- 1st	Incremental Change - Manual Svc Order vs. Electronic- Add'l	Incremental Change - Manual Svc Order vs. Electronic- Disc 1st	Incremental Change - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring						
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/EODUF/CMS															
ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message				N/A	0.007983									
	ADUF: Data Transmission (CONNECT/DIRECT), per message				N/A	0.00012681									
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.0000117									
	ODUF: Message Processing, per message				N/A	0.004641									
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	46.45									
	ODUF: Data Transmission (CONNECT/DIRECT), per message				N/A	0.00016566									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMS)															
	CMS: Message Processing, per message				N/A	0.004									
	CMS: Data Transmission (CONNECT/DIRECT), per message				N/A	0.001									
EXCHANGED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message				N/A	0.250015									

Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

ODUF/ADUF/ODUF/CMS - Mississippi

CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 7		Exhibit A			
									Incremental Change - Manual Svc Order vs. Electronic- 1st	Incremental Change - Manual Svc Order vs. Electronic- Add'l	Incremental Change - Manual Svc Order vs. Electronic- Disc 1st	Incremental Change - Manual Svc Order vs. Electronic- Disc Add'l		
									OSR Rates (\$)					
						Rec	Nonrecurring		Nonrecurring Discounted					
							First	Add'l	First	Add'l				
ODUF/ADUF/ODUF/CMS														
	ACCESS DAILY USAGE FILE (ADUF)													
	ADUF: Message Processing, per message				N/A	0.008067								
	ADUF: Data Transmission (CONNECT/DIRECT), per message				N/A	0.00012823								
	OPTIONAL DAILY USAGE FILE (ODUF)													
	ODUF: Recording, per message				N/A	0.0000063								
	ODUF: Message Processing, per message				N/A	0.004737								
	ODUF: Message Processing, per Magnetic Tape processed				N/A	48.04								
	ODUF: Data Transmission (CONNECT/DIRECT), per message				N/A	0.00010688								
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMS)													
	CMS: Message Processing, per message				N/A	0.004								
	CMS: Data Transmission (CONNECT/DIRECT), per message				N/A	0.001								
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)													
	EODUF: Message Processing, per message				N/A	0.250474								

Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

DDUF/ADUF/EOUF/CMDS - North Carolina						Svc Order Submitted Elec per LSR	Svc Order Submitted Monthly per LSR	Attachment 7		Exhibit A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC			RATES (\$)	Incremental Change - Manual Svc Order vs. Electronic-1st	Incremental Change - Manual Svc Order vs. Electronic-Add'l	Incremental Change - Manual Svc Order vs. Electronic-Disc 1st	Incremental Change - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Non-recurring First	Non-recurring Add'l	Non-recurring First
DDUF/ADUF/EOUF/CMDS												
	ACCESS DAILY USAGE FILE (ADUF)											
	ADUF: Message Processing, per message				N/A	0.01435						
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0001277						
OPTIONAL DAILY USAGE FILE (ODOUF)												
	ODOUF: Recording, per message				N/A	0.0003						
	ODOUF: Message Processing, per message				N/A	0.0032						
	ODOUF: Message Processing, per Magnetic Tape provisioned				N/A	54.81						
	ODOUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00004						
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD6)												
	CMDS: Message Processing, per message				N/A	0.004						
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001						
ENHANCED OPTIONAL DAILY USAGE FILE (EOOUF)												
	EOOUF: Message Processing, per message				N/A	0.2285408						

Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

DDUF/ADUF/EODUF/CMDS - South Carolina							Attachment: 7		Exhibit: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BC5	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Change - Manual Svc Order vs. Electronic-1st	Incremental Change - Manual Svc Order vs. Electronic-Add'l	Incremental Change - Manual Svc Order vs. Electronic-1st	Incremental Change - Manual Svc Order vs. Electronic-Add'l	
							Nonrecurring First	Nonrecurring Add'l	Nonrecurring Discount First	Nonrecurring Discount Add'l	SOME C	SOMAN	SOMAN
							OSB Rates (\$)						
DDUF/ADUF/EODUF/CMDS													
	ACCESS DAILY USAGE FILE (ADUF)												
	ADUF: Message Processing, per message				N/A	0.008061							
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00013035							
	OPTIONAL DAILY USAGE FILE (ODUF)												
	ODUF: Recording, per message				N/A	0.0000218							
	ODUF: Message Processing, per message				N/A	0.004704							
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	48.87							
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010863							
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)												
	CMDS: Message Processing, per message				N/A	0.004							
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001							
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)												
	EODUF: Message Processing, per message				N/A	0.258301							
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariffs or as negotiated by the Parties upon request by either Party.													

OOUF/ADUF/EOUF/CMS - Tennessee										Attachment 7		Exhibit A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First						
OOUF/ADUF/EOUF/CMS															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message				N/A	0.004									
	ADUF: Data Transmission (CONNECT/DIRECT), per message				N/A	0.001									
	OPTIONAL DAILY USAGE FILE (ODUF)														
	ODUF: Recording, per message				N/A	0.000044									
	ODUF: Message Processing, per message				N/A	0.007366									
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	52.75									
	ODUF: Data Transmission (CONNECT/DIRECT), per message				N/A	0.0000339									
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMS)														
	CMS: Message Processing, per message				N/A	0.004									
	CMS: Data Transmission (CONNECT/DIRECT), per message				N/A	0.001									
	ENHANCED OPTIONAL DAILY USAGE FILE (EOUF)														
	EOUF: Message Processing, per message				N/A	0.004									

Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

Exhibit PLF-3

DOCUMENT NUMBER-DATE

09591 SEP 16 8

FPSC-COMMISSION CLERK

**AGREEMENT
GENERAL TERMS AND CONDITIONS**

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and dPi Teleconnect, LLC (DPI), a Delaware company, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or DPI or both as a "Party" or "Parties."

WITNESSETH

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, DPI is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

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

WHEREAS, the Parties wish to interconnect their facilities, exchange traffic, and perform Local Number Portability (LNP) pursuant to Sections 251 and 252 of the Act as set forth herein; and

WHEREAS, DPI wishes to purchase and BellSouth wishes to provide other services as described in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and DPI 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 ten percent (10%).

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.

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 DPI agrees to provide BellSouth in writing DPI's CLEC certification from the Commission for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval. Additionally, DPI shall provide to BellSouth an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.
- 1.2 To the extent DPI is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, DPI may not purchase services hereunder in that state. DPI will notify BellSouth in writing and provide CLEC certification from the Commission when it becomes certified to operate in, as well as an effective certification to do business issued by the secretary of state or equivalent authority for, any other state covered by this Agreement. Upon receipt thereof, BellSouth will file this Agreement in that state, and DPI may purchase services pursuant to this Agreement in that state, subject to establishing appropriate accounts in the additional state as described in Attachment 7.
- 1.3 Should DPI's certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, suspend or terminate this Agreement immediately and all monies owed on all outstanding invoices for services provided in that state

shall become due, or 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 term of this Agreement. DPI 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 five (5) years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred eighty (180) days prior to the expiration of the initial term of this Agreement, the Parties 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 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 DPI 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 Section 2.3 above, then BellSouth may terminate this Agreement upon sixty (60) days notice to DPI. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to DPI pursuant to the rates, terms and conditions set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement.

- 2.3.2 Notwithstanding Section 2.2 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 2.3 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 If, at any time during the term of this Agreement, BellSouth is unable to contact DPI pursuant to the Notices provision hereof or any other contact information provided by DPI 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 DPI pursuant to the Notices section hereof. Furthermore, if after eighteen (18) months following the Effective Date of this Agreement DPI has no active services pursuant to this Agreement, BellSouth may terminate this Agreement, without any liability to BellSouth, upon notification to DPI pursuant to the Notices section hereof.
- 2.5 In addition to as otherwise set forth in this Agreement, BellSouth reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate service in the event of prohibited, unlawful or improper use of BellSouth's facilities or service, abuse of BellSouth's facilities or any other material breach of this Agreement, and all monies owed on all outstanding invoices shall become due. In such event, DPI is solely responsible for notifying its customers of any discontinuance of service.
- 3 **Nondiscriminatory Access**
- When DPI purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to customers, 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 customers. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to DPI shall be at least equal to that which BellSouth provides to itself and shall be the same for all Telecommunications carriers requesting access to that Network Element. The quality of the interconnection between the network of BellSouth and the network of DPI shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's customers and service quality as perceived by DPI.

- 4 Court Ordered Requests for Call Detail Records and Other Subscriber Information**
- 4.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services for DPI, 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 DPI customers. 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 DPI customers for the same length of time it maintains such information for its own customers.
- 4.2 Subpoenas Directed to DPI. Where BellSouth is providing resold services to DPI, then DPI agrees that in those cases where DPI receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to DPI customers, and where DPI does not have the requested information, DPI will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with Section 4.1 above.
- 4.3 In all other instances, where either Party receives a request for information involving the other Party's customer, 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 DPI Liability. In the event that DPI 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 DPI's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of DPI under this Agreement.
- 5.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to DPI for any act or omission of another entity providing any services to DPI.
- 5.3 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 DPI pursuant to Attachment 9 hereof shall be credited against any damages otherwise payable to DPI 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 customers 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 customer 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 DPI shall be liable for damages to the other Party's terminal location, equipment or customer 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 as otherwise set forth in this Agreement and 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 any third party (including, but not limited to, a customer of the Party receiving services) arising from the third party's use or reliance on and

arising from the Party receiving services 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 below, 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 above.
- 6.3.2 Claim of Infringement
- 6.3.2.1 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:
- 6.3.2.2 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 6.3.2.3 obtain a license sufficient to allow such use to continue.
- 6.3.2.4 In the event Sections 6.3.2.2 or 6.3.2.3 above 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 Sections 6.1 and 6.2 above shall be excluded from the dispute resolution procedures set forth in Section 8 below 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 DPI, 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 consultants, contractors and agents of Recipient or its Affiliates 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. Recipients may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Information remains at all times the property of Discloser. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information)

will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such information has been returned or destroyed.

7.3 Exceptions

7.3.1 Recipient will not have an obligation to protect any portion of the Information which:

7.3.2 (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 therefor, excluding any taxes levied on income.

9.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party

9.2.1 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.

9.2.2 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

9.3.1 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.

9.3.2 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.

9.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not applicable, 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 applicable, 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.

- 9.3.4 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. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.
- 9.3.5 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.
- 9.3.6 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.
- 9.3.7 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; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.
- 9.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party
- 9.4.1 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.
- 9.4.2 *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.*
- 9.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application of 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.

- 9.4.4 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. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.
- 9.4.5 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.
- 9.4.6 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 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.
- 9.4.7 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; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.
- 9.5 Additional Provisions Applicable to All Taxes and Fees
- 9.5.1 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.
- 9.5.2 Notwithstanding any provision of this Agreement to the contrary, any administrative, judicial, or other proceeding concerning the application or amount of a tax or fee shall be maintained in accordance with the provisions of this Section and any applicable federal, state or local law governing the resolution of such disputed tax or fee; and under no circumstances shall either Party have the right to

bring a dispute related to the application or amount of a tax or fee before a regulatory authority.

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 DPI, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected 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. The Party affected shall provide notice of the Force Majeure event within a reasonable period of time following such an event.

11 Adoption of Agreements

Pursuant to 47 U.S.C. § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to DPI any entire interconnection agreement filed and approved pursuant to 47 U.S.C. § 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 DPI 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 DPI to notify BellSouth of said change, request that an amendment to this Agreement, if necessary, be executed to reflect said change and notify the Commission of such modification of company structure in accordance with the state rules governing such modification in company structure if applicable. Additionally, DPI shall provide BellSouth with any necessary supporting documentation, which may include, but is not limited to, a credit application, Application for Master Account, proof of authority to provide telecommunications services, the appropriate Operating Company Number (OCN) for each state as assigned by National Exchange Carrier Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), BellSouth's blanket form letter of authority (LOA), Misdirected Number form and a tax exemption certificate.

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 DPI or BellSouth to perform any material terms of this Agreement, DPI 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 process set forth in Section 8 above.

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 below, 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 as set forth in Attachment 4. The Parties further acknowledge that this Agreement is intended to constitute a single transaction and that the obligations of the Parties under this Agreement are interdependent.

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 above.

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

18.2 In the event that DPI desires to transfer any services hereunder to another provider of Telecommunications Service, or DPI 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 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, 10th floor
Birmingham, AL 35203

and

Business Markets Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

dPi Teleconnect, LLC

Brian Bolinger
2997 LBJ Freeway
Suite 225
Dallas, TX 75234
(972) 488-5500 EX 4018
brian.bolinger@dpiteleconnect.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**

This Agreement, and any amendments hereto, shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, or as otherwise required by the state and the Parties shall share equally in any applicable fees. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as DPI 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. This Agreement also contains certain provisions that were negotiated without regard to the Parties' obligations as set forth Section 251 of the Act. To the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute, rule or order in effect as of the execution of this Agreement, 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 DPI 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 DPI for such rate or for the difference between the

rate actually billed and the rate that should have been billed pursuant to this Agreement; provided, however, that subject to DPI's agreement to the limitation regarding billing disputes as described in Section 2.2 of Attachment 7 hereof, BellSouth shall not back bill any amounts for services rendered more than twelve (12) months prior to the date that the charges or additional charges for such services are actually billed. Notwithstanding the foregoing, both Parties recognize that situations may exist which could necessitate back billing beyond twelve (12) months. These exceptions are:

- Charges connected with jointly provided services whereby meet point billing guidelines require either Party to rely on records provided by a third party and such records have not been provided in a timely manner;
- Charges incorrectly billed due to erroneous information supplied by the non-billing Party;
- Charges for which a regulatory body has granted, or a regulatory change permits, the billing Party the authority to back bill.

27.2 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.

27.3 To the extent DPI 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, unless the Parties agree to amend this Agreement to include such service prospectively.

28 **Rate True-Up**

28.1 This section applies to rates that are expressly subject to true-up.

28.2 The 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 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 discrepancy between the records or disagreement between the Parties regarding the amount of such true-up, the dispute shall be subject to the dispute resolution process set forth in 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 DPI 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 hereto 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 DPI 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, as of the Effective Date, 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 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, and may be found at BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the services were provisioned; provided, however, that in any state where certain BellSouth services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which BellSouth provides such services as a result of detariffing or deregulation.

Attachment 1

Resale

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RESALE

1. **Discount Rates**
 - 1.1 The discounts rates applied to dPi's 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 dPi for the purposes of resale to dPi's customers shall be available at BellSouth's tariffed rates less the discount reflected in Exhibit D and subject to the exclusions and limitations in Exhibit A.
2. **Definition of Terms**

For purposes of this Attachment only, the following terms shall have the definitions as set forth below:

 - 2.1 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 nonrecurring, monthly recurring, toll, directory assistance, etc.
 - 2.2 End User Customer Location means the physical location of the premises where a customer makes use of the Telecommunications Services.
 - 2.3 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.
 - 2.4 Resale means an activity wherein a certificated CLEC, such as dPi, subscribes to the retail Telecommunications Services of BellSouth and then offers those retail 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 dPi for resale those Telecommunications Services BellSouth makes available, pursuant to its General Subscriber Services Tariff (GSST) and Private Line Services Tariff, to customers who are not Telecommunications carriers.
 - 3.1.1 When dPi provides Resale service in a cross boundary area (customer is physically located in a particular state and is served by a central office in an adjoining state) the rates, regulations and discounts for the state in which the serving central office is located will apply. Billing will be from the state in which the customer is located.
 - 3.2 dPi as a reseller of Lifeline and Link-Up Services hereby certifies that it has and

will comply with the FCC requirements governing the Lifeline and Link-Up programs as set forth in 47 C.F.R. § 54.417(a) and (b). This includes the requirements set forth in BellSouth's GSST, Sections A3.31 and A4.7.

- 3.2.1 dPi shall maintain records to document FCC or applicable state eligibility and verification records to document compliance governing the Lifeline/Link-Up programs for the three (3) full preceding calendar years, and dPi shall provide such documentation to the FCC or it's Administrator upon request.
- 3.2.2 In Tennessee, if dPi does not resell Lifeline service to any end users, and if dPi agrees to order an appropriate Operator Services/Directory Assistance block as set forth in BellSouth's GSST, the discount shall be twenty-one point fifty-six percent (21.56%).
 - 3.2.2.1 In the event dPi resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the sixteen percent (16%) discount rate to all services. Upon dPi and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate OCN is established for billing of Lifeline service end users, the discount shall be applied as set forth in Section 3.2.2 above for the non-Lifeline affected Master Account {Q-account}.
 - 3.2.2.2 dPi must provide written notification to BellSouth within thirty (30) days prior to either providing its own operator services/directory services or ordering the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of twenty-one point fifty-six percent (21.56%).
- 3.3 dPi 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:
 - 3.3.1 dPi must resell services to other end users.
 - 3.3.2 dPi cannot be a CLEC for the single purpose of selling to itself.
 - 3.3.3 dPi 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 dPi for said services.
- 3.4 dPi will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the customer except to the extent provided for herein.
- 3.5 BellSouth will continue to bill the customer for any services that the customer specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any customer within the service area of dPi. BellSouth will continue to market directly its own Telecommunications products and services and in doing so may establish independent relationships with customers of dPi. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
 - 3.5.1 BellSouth will accept a request from another CLEC for conversion of the customer's service from dPi to such other CLEC. Upon completion of the conversion BellSouth will notify dPi that such conversion has been completed.

- 3.5.2 When a customer of dPi or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the customer'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 customer's requested service as set forth in the BellSouth Product and Services Interval Guide.
- 3.5.3 BellSouth and dPi will refrain from contacting an customer who has placed or whose selected carrier has placed on the customer's behalf an order to change the customer's service provider from BellSouth or dPi 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 customer and are assigned to the service furnished. However, neither Party nor the customer 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 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.8 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.9 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.10 If dPi or its customers 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 dPi 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.
- 3.11 Facilities and/or equipment utilized by BellSouth to provide service to dPi remain the property of BellSouth.
- 3.12 Service Ordering and Operations Support Systems (OSS)
- 3.12.1 dPi 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. dPi may submit a Local Service Request (LSR) electronically as set forth in Attachment 6. Service orders will be in a standard format designated by BellSouth.
- 3.12.2 BellSouth messaging services set forth in BellSouth's Messaging Service Re-Seller Information Package shall be made available for resale without the wholesale discount.
- 3.13 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.

- 3.14 In the event dPi acquires a customer whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to dPi that Special Assembly at the wholesale discount at dPi's option. dPi shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.15 BellSouth shall provide 911/E911 for dPi customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate dPi customer information to the Public Safety Answering Point (PSAP). BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the dPi customer information in the Automatic Location Identification/Data Management System (ALI/DMS) databases used to support 911/E911 services.
- 3.16 Pursuant to 47 C.F.R. § 51.617, BellSouth shall bill to dPi, and dPi shall pay, the End User Common Line (EUCL) charges identical to the EUCL charges BellSouth bills its customers.

4 BellSouth's Provision of Services to dPi

- 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 customers, 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 GSST Section A23, Shared Tenant Service Section in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
 - 4.1.3 BellSouth reserves the right to periodically audit services purchased by dPi to establish authenticity of use. Such audit shall not occur more than once in a calendar year. dPi 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 dPi for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions.
- 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 customer 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 If dPi 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 GSST and Private Line Services Tariffs.

- 4.4 Service Jointly Provisioned with an Independent Company or CLEC
- 4.4.1 BellSouth will in some instances provision resold services in accordance with BellSouth's GSST and Private Line Tariffs jointly with an Independent Company (ICO) or other CLEC.
- 4.4.2 When dPi assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.
- 4.4.3 Service terminating in an ICO or other CLEC area will be provisioned and billed by the ICO or other CLEC directly to dPi.
- 4.4.4 dPi must establish a billing arrangement with the ICO or other CLEC prior to assuming a customer account where such circumstances apply.
- 4.4.5 Specific guidelines regarding such services are available on the BellSouth Interconnection Web site.
- 5. **Maintenance of Services**
- 5.1 Services resold pursuant to this Attachment and BellSouth's GSST and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.2 dPi or its customers may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.
- 5.3 dPi accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 dPi will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, dPi shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth reserves the right to contact dPi's customers, if deemed necessary, for maintenance purposes.
- 6. **Discontinuance of Service**
- 6.1 The procedures for discontinuing service to a customer are as follows:
 - 6.1.1 BellSouth will deny service to dPi's customer on behalf of, and at the request of, dPi. Upon restoration of the customer's service, restoral charges will apply and will be the responsibility of dPi.
 - 6.1.2 At the request of dPi, BellSouth will disconnect a dPi customer.
 - 6.1.3 All requests by dPi for denial or disconnection of a customer for nonpayment must be in writing.

- 6.1.4 dPi will be made solely responsible for notifying the customer of the proposed disconnection of the service.
- 6.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise dPi when it is determined that annoyance calls are originated from one of its customer's locations. BellSouth shall be indemnified, defended and held harmless by dPi and/or the customer against any claim, loss or damage arising from providing this information to dPi. It is the responsibility of dPi to take the corrective action necessary with its customer who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the customer's service.)
7. **White Pages Listings**
- 7.1 BellSouth shall provide dPi and its end users access to white pages directory listings under the following terms:
- 7.1.1 Listings. dPi shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include dPi residential and business customer 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 dPi and BellSouth customers. dPi 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.
- 7.1.2 Unlisted/Non-Published Customers. dPi will be required to provide to BellSouth the names, addresses and telephone numbers of all dPi customers who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's GSST and shall not be subject to the wholesale discount.
- 7.1.3 Inclusion of dPi Customers in Directory Assistance Database. BellSouth will include and maintain dPi customer listings in BellSouth's Directory Assistance databases. dPi shall provide such Directory Assistance listings to BellSouth at no charge.
- 7.1.4 Listing Information Confidentiality. BellSouth will afford dPi's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 7.1.5 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in BellSouth's GSST and shall not be subject to the wholesale discount.
- 7.1.6 Rates. So long as dPi provides listing information to BellSouth as set forth in Section 7.1.2 above, BellSouth shall provide to dPi one (1) basic White Pages directory listing per dPi customer at no charge other than the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.
- 7.2 Directories. BellSouth or its agent shall make available White Pages directories to dPi customer at no charge or as specified in a separate agreement between dPi

and BellSouth's agent.

- 7.3 Procedures for submitting dPi Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
 - 7.3.1 dPi authorizes BellSouth to release all dPi SLI provided to BellSouth by dPi to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS) in BellSouth's GSST. Such dPi SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
 - 7.3.2 No compensation shall be paid to dPi for BellSouth's receipt of dPi's 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 dPi's SLI, or costs on an ongoing basis to administer the release of dPi's SLI, dPi 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 dPi's SLI, dPi will be notified. If dPi does not wish to pay its proportionate share of these reasonable costs, dPi may instruct BellSouth that it does not wish to release its SLI to independent publishers, and dPi shall amend this Agreement accordingly. dPi will be liable for all costs incurred until the effective date of the amendment.
 - 7.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by dPi under this Agreement. dPi 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 dPi listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to dPi any complaints received by BellSouth relating to the accuracy or quality of dPi listings.
 - 7.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 8. Operator Services (Operator Call Processing and Directory Assistance)**
- 8.1 Operator Call Processing (OCP) 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 customer 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 (DA).
 - 8.2 Upon request for BellSouth OCP, BellSouth shall:
 - 8.2.1 Process 0+ and 0- dialed local calls.
 - 8.2.2 Process 0+ and 0- intraLATA toll calls.
 - 8.2.3 Process calls that are billed to dPi customer's calling card that can be validated by

- BellSouth.
- 8.2.4 Process person-to-person calls.
 - 8.2.5 Process collect calls.
 - 8.2.6 Provide the capability for callers to bill a third party and shall also process such calls.
 - 8.2.7 Process station-to-station calls.
 - 8.2.8 Process Busy Line Verify and ELI requests.
 - 8.2.9 Process emergency call trace originated by PSAP.
 - 8.2.10 Process operator-assisted DA calls.
 - 8.2.11 Adhere to equal access requirements, providing dPi local customer the same IXC access that BellSouth provides its own operator service (OS).
 - 8.2.12 Exercise at least the same level of fraud control in providing OS to dPi that BellSouth provides for its own OS.
 - 8.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
 - 8.2.14 Direct customer account and other similar inquiries to the customer service center designated by dPi.
 - 8.3 Upon dPi's request BellSouth shall provide call records to dPi in accordance with Optional Daily Usage File (ODUF) standards.
 - 8.4 The interface requirements shall conform to the interface specifications for the platform used to provide OS as long as the interface conforms to industry standards.
 - 8.5 DA Service
 - 8.5.1 DA Service provides local and non-local customer telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
 - 8.5.2 DA Service shall provide up to two (2) listing requests per call, if available and if requested by dPi's customer. BellSouth shall provide caller-optional DA call completion service at rates set forth in BellSouth's GSST to one of the provided listings.
 - 8.6 DA Service Updates. BellSouth shall update customer listings changes daily. These changes include:
 - 8.6.1 New customer connections;
 - 8.6.2 Customer disconnections;
 - 8.6.3 Customer address changes; and
 - 8.6.4 Non-listed and non-published numbers for use in emergencies.

- 9. Branding for Wholesale OCP and DA**
- 9.1 BellSouth's branding feature provides a definable announcement to dPi's customers using BellSouth's DA/OCP prior to placing such customers in queue or connecting them to an available operator or automated operator system. This feature allows dPi to have its calls custom branded with dPi's name on whose behalf BellSouth is providing DA and/or OCP. Rates for the branding features are set forth in Exhibit D.
- 9.2 BellSouth offers three (3) branding options to dPi when ordering BellSouth's DA and OCP: BellSouth Branding, Unbranding and Custom Branding.
- 9.3 dPi's order for Custom Branding is considered firm ten (10) business days after BellSouth's receipt of the order. dPi may cancel its order more than ten (10) business days after BellSouth's receipt of the order. dPi shall notify BellSouth in writing and shall pay all charges per the order. For branding and unbranding via Originating Line Number Screening (OLNS), dPi must contact its Local Contract Manager to initiate the order via the OLNS Branding Order form.
- 9.4 Branding via OLNS
- 9.4.1 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, dPi shall not be required to purchase dedicated trunking.
- 9.4.2 BellSouth Branding is the default branding offering.
- 9.4.3 For BellSouth to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, dPi must have its OCN(s) and telephone numbers reside in BellSouth's Line Information Database (LIDB). To implement Unbranding and Custom Branding via OLNS software, dPi must submit a manual order form which requires, among other things, dPi's OCN and a forecast, pursuant to the appropriate BellSouth form provided, for the traffic volume anticipated for each BellSouth Traffic Operator Position System (TOPS) during the peak busy hour. dPi shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon dPi's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all dPi customers served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.
- 10. LIDB**
- 10.1 BellSouth LIDB stores current information on working telephone numbers and billing account numbers.
- 10.2 Where dPi is purchasing Resale services BellSouth shall utilize BellSouth's service order generated from dPi LSR's to populate LIDB with dPi's customer information. BellSouth provides access to information in its LIDB, including dPi customer information, to its LIDB customers via queries to LIDB.
- 10.2.1 When necessary for fraud control measures, BellSouth may perform additions, updates and deletions of dPi data to the LIDB (e.g., calling card deactivation).

- 10.2.2 dPi will not be charged a fee for LIDB storage services provided by BellSouth to dPi pursuant to this Attachment.
- 10.3 **Responsibilities of the Parties**
- 10.3.1 BellSouth will administer the data provided by dPi pursuant to this Agreement in the same manner as BellSouth administers its own data.
- 10.3.2 dPi is responsible for completeness and accuracy of the data being provided to BellSouth.
- 10.3.3 BellSouth shall not be responsible to dPi for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.
- 11. **Revenue Accounting Office (RAO) Hosting**
- 11.2 RAO Hosting is not required for resale in the BellSouth region.
- 12. **Optional Daily Usage File (ODUF)**
- 12.1 The ODUF Agreement with terms and conditions is included in this Attachment as Exhibit B. Rates for ODUF are as set forth in Exhibit D.
- 12.2 BellSouth will provide ODUF service upon written request.
- 13. **Enhanced Optional Daily Usage File (EODUF)**
- 13.1 The 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.
- 13.2 BellSouth will provide EODUF service upon written request.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 4)

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Promotions - > 90 Days (Note 2 & 3)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 Promotions - < 90 Days (Note 2 & 3)	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
4 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 N11 Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7 MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Nonrecurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11 EUCL Charge	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13 Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Applicable Notes:																		
1.	Grandfathered services can be resold only to existing subscribers of the grandfathered service.																	
2.	Where available for resale, promotions will be made available only to customers who would have qualified for the promotion had it been provided by BellSouth directly. Promotions shall be available only for the term set forth in the applicable tariff.																	
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 dPi, BellSouth will provide the ODUF service to dPi pursuant to the terms and conditions set forth in this section.
2. dPi shall furnish all relevant information required by BellSouth for the provision of the ODUF.
3. The ODUF feed provides dPi messages that were carried over the BellSouth network and processed by BellSouth for dPi.
4. Charges for ODUF will appear on dPi's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) Exchange Message Interface (EMI) record format.
6. ODUF Specifications
 - 6.1 ODUF Message to be Transmitted
 - 6.1.1 The following messages recorded by BellSouth will be transmitted to dPi:
 - 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 OS Messages;
 - 6.1.1.9 OS Message Attempted Calls;
 - 6.1.1.10 Credit/Cancel Records; and
 - 6.1.1.11 Usage for Voice Mail Message Service.
 - 6.1.2 Rated Incollected (messages BellSouth receives from other revenue accounting offices) appear on ODUF. Rated Incollected will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollected 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 dPi.
 - 6.1.4 In the event that dPi detects a duplicate on ODUF they receive from BellSouth, dPi 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 dPi 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 (one hundred seventy-five (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 (1) 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 dPi for the purpose of data transmission. Where a dedicated line is required, dPi will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. dPi 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 dPi'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 dPi. Additionally, all message toll charges associated with the use of the dial circuit by dPi will be the responsibility of dPi. 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 dPi's end for the purpose of data transmission will be the responsibility of dPi.
- 6.2.3 If dPi utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of dPi.
- 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 (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) 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 dPi which BellSouth RAO is sending the message. BellSouth and dPi will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by dPi and resend the data as appropriate.
- 6.4 ODUF Pack Rejection
- 6.4.1 dPi will notify BellSouth within one (1) 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. dPi will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to dPi by BellSouth.

6.5 ODUF Control Data

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

6.6 ODUF Testing

6.6.1 Upon request from dPi, BellSouth shall send ODUF test files to dPi. The Parties agree to review and discuss the ODUF file content and/or format. For testing of usage results, BellSouth shall request that dPi set up a production (live) file. The live test may consist of dPi's employees making test calls for the types of services dPi requests on ODUF. These test calls are logged by dPi, 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 dPi, BellSouth will provide the EODUF service to dPi 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. dPi 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 dPi's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D.
5. All messages will be in the standard ATIS EMI record format.
6. Messages that error in the billing system of dPi will be the responsibility of dPi. If, however, dPi should encounter significant volumes of errored messages that prevent processing by dPi within its systems, BellSouth will work with dPi 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 dPi:
 - 7.1.1.1 Customer usage data for flat rated local calls originating from dPi's customer 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 ODUF. Any duplicate messages detected will be deleted and not sent to dPi.

- 7.1.3 In the event that dPi detects a duplicate on EODUF they receive from BellSouth, dPi 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 dPi via FTP. The EODUF messages will be intermingled among dPi's ODUF messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (one hundred seventy-five (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 dPi for the purpose of data transmission. Where a dedicated line is required, dPi will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. dPi 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 dPi. Additionally, all message toll charges associated with the use of the dial circuit by dPi will be the responsibility of dPi. 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 dPi's end for the purpose of data transmission will be the responsibility of dPi.
- 7.2.3 If dPi utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of dPi.
- 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 (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) 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 dPi which BellSouth RAO is sending the message. BellSouth and dPi will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by dPi and resend the data as appropriate.

RESALE DISCOUNTS & RATES - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Monthly per LSR	Att. 1 ELEC D							
									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	OSB Rates(\$)		SOMAN	SOMAN
													Rec	Nonhourly First		
RESALE APPLICABLE DISCOUNTS																
	Residence %					16.30										
	Business %					16.30										
	CSAs %					16.30										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charges, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 8 states.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEK	3.50	0.00	3.80	0.00							
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00							
ODUP/EOOUP SERVICES																
OPTIONAL DAILY USAGE FEE (ODOUF)																
	ODOUF: Reporting, per message					0.000011										
	ODOUF: Message Processing, per message					0.004101										
	ODOUF: Message Processing, per Magnetic Tape provisioned					42.67										
	ODOUF: Data Transmission (CONNECT-DIRECT), per message					0.000004										
ENHANCED OPTIONAL DAILY USAGE FEE (EODOUF)																
	EODOUF: Message Processing, per message					0.22										
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch					84.70	84.70	14.11	14.11							
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE																
	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									
DIRECTORY ASSISTANCE UNBRANDING via OLMS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00									
	Loading of DA per Switch per OCN					16.00	16.00									
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE																
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00									
	Loading of Custom Branded OA Announcement per Switch/NAV per OCN					500.00	500.00									
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00									
OPERATOR ASSISTANCE UNBRANDING via OLMS SOFTWARE																
	Loading of OA per OCN (Regional)					1,200.00	1,200.00									

RESALE DISCOUNTS & RATES - Florida

CATEGORY	RATE ELEMENTS	Interm.	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Monthly per LSR	AIC 1 Excl D						
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrec/Int'l	Nonrec/Int'l
						First	Advt	First	Advt	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
RETAIL APPLICABLE DISCOUNTS															
	Residence %					21.63									
	Business %					16.81									
	CSAP %					16.81									
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"															
NOTE: (1) CLEC should contact its contact regulator if it prefers the "state specific" OSS charges as ordered by the State Commission. 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 charges, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only						SOME C	3.50	0.00	3.50	0.00				
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only						SOMAN	19.99	0.00	19.99	0.00				
ODUP/ODUP 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					0.00010075									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.000098									
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)															
	Selective Routing Per Unique Line Class Code Per Request Per Switch					37.56	37.56	12.71	12.71						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE															
	Recording of DA Custom Branded Announcements					3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLMS SOFTWARE															
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00								
	Loading of DA per Switch per OCN					16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE															
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per staff/PLAV per OCN					500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLMS SOFTWARE															
	Loading of OA per OCN (Regional)					1,200.00	1,200.00								

REBATE DISCOUNTS & RATES - Georgia

CATEGORY	RATE ELEMENTS	Market	Zone	SCS	USOC	RATES(\$)	Svc Order Submitted Etc per LSR	Svc Order Submitted Monthly per LSR	AFC 1 ELEC D							
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1	OSB Rates(\$)			
													SOMECC	SOMAN	SOMAN	SOMAN
						Rec			Nonrecurring		Nonrecurring Discount					
									First	Advt	First	Advt				
RESALE APPLICABLE DISCOUNTS																
	Residence %						20.30									
	Business %						17.30									
	CSA %						17.30									
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commission. 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 charges, 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) - Results Only															
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Results Only								SOMECC	3.50	0.00	3.50	0.00			
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Results Only								SOMAN	19.99	0.00	19.99	0.00			
OPTIONAL DAILY USAGE FILE (ODUF) SERVICES																
	ODUF: Recording, per message						0.000007									
	ODUF: Message Processing, per message						0.002185									
	ODUF: Message Processing, per Magnetic Tape (provisioned)						36.00									
	ODUF: Data Transmission (CONNECT/DIRECT), per message						0.00010988									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
	EODUF: Message Processing, per message						0.229077									
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch															
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE																
	Recording of DA Custom Branded Announcement									102.19	61.15	12.68	6.34			
	Loading of DA Custom Branded Announcement per Switch per OCN									3,000.00	3,000.00					
DIRECTORY ASSISTANCE UNBRANDING via OLMS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)									1,170.00	1,170.00					
	Loading of DA per Switch per OCN									420.00	420.00					
										18.00	16.00					
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE																
	Recording of Custom Branded OA Announcement									7,000.00	7,000.00					
	Loading of Custom Branded OA Announcement per Switch per OCN									500.00	500.00					
	Loading of OA Custom Branded Announcement per Switch per OCN									1,170.00	1,170.00					
OPERATOR ASSISTANCE UNBRANDING via OLMS SOFTWARE																
	Loading of OA per OCN (Regional)									1,200.00	1,200.00					

RESALE DISCOUNTS & RATES - Kentucky

CATEGORY	RATE ELEMENTS	Interm	Zone	WCS	USOC	RATE(S)		Svc Order Submitted EWC per LBR	Svc Order Submitted Manually per LBR	AIC 1 EWC O																	
						Rec	Nonrecurring			Nonrecurring Disconnect		OSS Rates(S)															
							First			Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN									
RESALE APPLICABLE DISCOUNTS																											
	Residence %																										
	Business %						16.70																				
	CSAs %						15.54																				
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 BestSouth "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 charges, 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	19.90	0.00	19.90	0.00													
ODU/EODU SERVICES																											
OPTIONAL DAILY USAGE FILE (ODUF)																											
	ODUF: Recording, per message						0.000136																				
	ODUF: Message Processing, per message						0.002506																				
	ODUF: Message Processing, per Magnetic Tape Provisioned						35.90																				
	ODUF: Data Transmission (CONNECT DIRECT), per message						0.00010372																				
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																											
	EODUF: Message Processing, per message						0.206889																				
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR/LCC)																											
	Selective Routing Per Unique Line Class Code Per Request Per Switch						50.53	50.53	15.58	15.58																	
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE																											
	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																			
DIRECTORY ASSISTANCE UNBRANDING via OLMS SOFTWARE																											
	Loading of DA per Switch per OCN (1 OCN per Order)						420.00	420.00																			
	Loading of OA per Switch per OCN						16.00	16.00																			
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE																											
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00																			
	Loading of Custom Branded OA Announcement per shell/NAV per OCN						500.00	500.00																			
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00																			
OPERATOR ASSISTANCE UNBRANDING via OLMS SOFTWARE																											
	Loading of OA per OCN (Regional)						1,200.00	1,200.00																			

RETAIL DISCOUNTS & RATES - Louisiana										Att 1 Est: D					
CATEGORY	RATE ELEMENTS	Market	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnected						
						First	Add'l	First	Add'l						
RETAIL APPLICABLE DISCOUNTS															
	Residence %					20.72									
	Business %					20.72									
	CSA %					9.05									
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"															
NOTE: (1) CLEC should contact its contract regulator if it prefers the "state specific" OSS charges as ordered by the State Commission. 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 an interconnection contract established in each of the 8 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC	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						
ODUP/ODUP SERVICES															
OPTIONAL DAILY USAGE FEE (ODUF)															
	ODUF: Recording, per message					0.0000117									
	ODUF: Message Processing, per message					0.004841									
	ODUF: Message Processing, per Message Type processed					45.45									
	ODUF: Data Transmission (CONNECT/DIRECT), per message					0.00010268									
ENHANCED OPTIONAL DAILY USAGE FEE (EODUF)															
	EODUF: Message Processing, per message					0.250015									
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)															
	Selective Routing Per Unique Line Class Code Per Request Per Switch					82.25	82.25								
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE															
	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								
DIRECTORY ASSISTANCE UNBRANDING via OLMS SOFTWARE															
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00								
	Loading of DA per Switch per OCN					18.00	18.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE															
	Recording of Custom Branded OA Announcements					7,000.00	7,000.00								
	Loading of Custom Branded OA Announcements per aml/NAV per OCN					500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLMS SOFTWARE															
	Loading of OA per OCN (Regional)					1,200.00	1,200.00								

RESALE DISCOUNTS & RATES - Mississippi

CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Monthly per LSR	AEC 1. Esh. D											
									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(\$)							
													SOMEK	SOMAN	SOMAN	SOMAN	SOMAN			
Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnected First	Nonrecurring Disconnected Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN										
RESALE APPLICABLE DISCOUNTS																				
	Residence %					15.75														
	Business %					15.75														
	CSAs %					15.75														
OPERATIONS SUPPORT SYSTEMS (OSS) - REGIONAL RATES*																				
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges be 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 charges, however, CLEC can not obtain a waiver 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									
ODU/ECDF SERVICES																				
OPTIONAL DAILY USAGE FEE (ODUF)																				
	ODUF: Recording, per message					0.0000063														
	ODUF: Message Processing, per message					0.004707														
	ODUF: Message Processing, per Magnetic Tape processed					49.04														
	ODUF: Data Transmission (CONNECT/DIRECT), per message					0.00010669														
ENHANCED OPTIONAL DAILY USAGE FEE (EODUF)																				
	EODUF: Message Processing, per message					0.250424														
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																				
	Selective Routing Per Unique Line Class Code Per Request Per Switch					85.19	85.19	14.19	14.19											
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE																				
	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													
DIRECTORY ASSISTANCE UNBRANDING via OLMS SOFTWARE																				
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00													
	Loading of DA per Switch per OCN					16.00	16.00													
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE																				
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00													
	Loading of Custom Branded OA Announcement per Switch/NAV per OCN					500.00	500.00													
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00													
OPERATOR ASSISTANCE UNBRANDING via OLMS SOFTWARE																				
	Loading of OA per OCN (Regional)					1,200.00	1,200.00													

RETAIL DISCOUNTS & RATES - North Carolina										AIC 1 ESR 0										
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES(S)	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	OBS Rates(S)							
													Rec	Nonrecurring		Nonrecurring Discounted		SOME C	SOMAN	SOMAN
							First	Add'l	First	Add'l										
RETAIL APPLICABLE DISCOUNTS																				
	Residence %						21.50													
	Business %						17.00													
	CSAS %						17.00													
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																				
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as created 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 charges, however, CLEC can not obtain a mixture of the two approaches if CLEC has a interconnection contract established in each of the 9 states.																				
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only					SOME C	3.50	0.00	3.50	0.00										
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only					SOMAN	19.00	0.00	19.00	0.00										
ODUP/ODUF SERVICES																				
OPTIONAL DAILY USAGE FILE (ODUF)																				
	ODUF: Recording, per message						0.0000174													
	ODUF: Message Processing, per message						0.001647													
	ODUF: Message Processing, per Magnetic Tape processed						35.91													
	ODUF: Data Transmission (CONNECT/DIRECT), per message						0.00011029													
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																				
	EODUF: Message Processing, per message						0.131006													
SELECTIVE CALL ROUTING (USING LINE CLASS CODES (SCLCC))																				
	Selective Routing Per Unique Line Class Code Per Request Per Switch						168.59													
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT v/s OLNS SOFTWARE																				
	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												
DIRECTORY ASSISTANCE UNBRANDING v/s OLNS SOFTWARE																				
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00												
	Loading of DA per Switch per OCN						16.00	16.00												
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT v/s OLNS SOFTWARE																				
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00												
	Loading of Custom Branded OA Announcement per switch/NAV per OCN						500.00	500.00												
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00												
OPERATOR ASSISTANCE UNBRANDING v/s OLNS SOFTWARE																				
	Loading of OA per OCN (Regional)						1,200.00	1,200.00												

RETAIL DISCOUNTS & RATES - South Carolina						Att 1 Excl D						
CATEGORY	RATE ELEMENTS	Interin	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-Addtl	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Addtl
							Rec	Nonrecycling First	Nonrecycling Addtl	Nonrecycling Disconnect First	Nonrecycling Disconnect Addtl	ROMECC
RESALE APPLICABLE DISCOUNTS												
	Residence %					14.80						
	Business %					14.80						
	CSAs %					8.00						
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 "South Carolina" 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 charges, however, CLEC can not obtain a mixture of the two regimes if CLEC has a interconnection contract established in each of the 6 states.												
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMECC	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			
OPTIONAL SERVICES												
OPTIONAL DAILY USAGE FEE (ODOUF)												
	ODOUF: Recording, per message					0.0000216						
	ODOUF: Message Processing, per message					0.004704						
	ODOUF: Message Processing, per Magnetic Tape provisioned					48.87						
	ODOUF: Data Transmission (CONNECT DIRECT), per message					0.00010883						
ENHANCED OPTIONAL DAILY USAGE FEE (EODOUF)												
	EODOUF: Message Processing, per message					0.254001						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)												
	Selective Routing Per Unique Line Class Code Per Request Per Switch					84.89	84.89	14.14	14.14			
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE												
	Recording of DA Custom Branded Announcements					3,000.00	3,000.00					
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00					
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE												
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00					
	Loading of DA per Switch per OCN					16.00	16.00					
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE												
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00					
	Loading of Custom Branded OA Announcement per Switch per OCN					500.00	500.00					
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00					
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE												
	Loading of OA per OCN (Regional)					1,200.00	1,200.00					

RESALE DISCOUNTS & RATES - Tennessee										AIE Y EST D					
CATEGORY	RATE ELEMENTS	Interin	Zone	ICS	USOC	RATES(S)				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-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First						
RESALE APPLICABLE DISCOUNTS															
	Residence %					15.00									
	Business %					16.00									
	OSAP %					18.00									
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 charges, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 8 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00						
ODUP/ODUP SERVICES															
OPTIONAL DAILY USAGE FEE (ODUF)															
	ODUF: Recording, per message					0.000044									
	ODUF: Message Processing, per message					0.000446									
	ODUF: Message Processing, per Magnetic Tape provisioned					35.54									
	ODUF: Data Transmission (CONNECT/DIRECT), per message					0.000039									
ENHANCED OPTIONAL DAILY USAGE FEE (EODUF)															
	EODUF: Message Processing, per message					0.228779									
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)															
	Selective Routing Per Unique Line Class Code Per Request Per Switch					179.60	179.60								
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE															
	Recording of DA Custom Branded Announcement					3,000.00									
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00									
DIRECTORY ASSISTANCE UNBRANDING via OLMS SOFTWARE															
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00								
	Loading of DA per Switch per OCN					18.00	18.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLMS SOFTWARE															
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shell/NAV per OCN					500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLMS SOFTWARE															
	Loading of OA per OCN (Reorder)					1,200.00	1,200.00								

Attachment 7

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 DPI under this Agreement. BellSouth will use its best efforts to format bills in CABS Billing Output Specification (CBOS) standard format. BellSouth's billing format may change in accordance with applicable industry standards; provided, however, that BellSouth may, in some instances, not apply CBOS standard format for certain types of billing for certain products and services. Billing in a format other than CBOS shall not be the basis of any DPI dispute or withholding of payment.
 - 1.1.1 For any service(s) BellSouth receives from DPI, DPI 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 DPI'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 DPI 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 customer account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill DPI, and DPI will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, EUCL 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 DPI as a result of the execution of this Agreement.
- 1.2 Establishing Accounts and Subsequent State Certifications. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, DPI will provide the appropriate BellSouth Local Contract Manager responsible for new CLEC

activation, the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide Telecommunications Services, the appropriate OCN for each state as assigned by the NECA, CIC, if applicable, ACNA, if applicable, BellSouth's blanket form LOA, Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, DPI may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from DPI.

- 1.2.1 ACNAs. DPI shall provide BellSouth with documentation from Telcordia identifying the ACNA assigned to it by Telcordia (as applicable) in the same legal name as reflected in the preamble to this Agreement. Such ACNA will be used by DPI to order services pursuant to this Agreement and will not be shared by DPI with another entity.
- 1.2.2 Company Identifiers. If DPI needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively "Company Identifiers") under which it operates when DPI has already been conducting business utilizing those Company Identifiers, DPI shall follow the Mergers and Acquisitions Process as described on BellSouth's Interconnection Web site, and shall be subject to separately negotiated rates, terms and conditions.
- 1.2.3 Tax Exemption. It is the responsibility of DPI to provide BellSouth with a properly completed tax exemption certificate in the current version of the form customarily used by BellSouth and at intervals required by the appropriate taxing authorities or reasonably requested by BellSouth. A tax exemption certificate must be supplied for each individual DPI entity purchasing Services under this Agreement. Upon BellSouth's receipt of a properly completed tax exemption certificate, subsequent billings to DPI will not include those taxes or fees from which DPI is exempt. Prior to receipt of a properly completed exemption certificate, BellSouth shall bill, and DPI shall pay all applicable taxes and fees. In the event that DPI 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 DPI 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 DPI and at DPI's sole expense, pursue such refund claim on behalf of DPI, provided that DPI 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 DPI or to deduct any such outstanding costs and expenses from any amounts owed by BellSouth to DPI if no refund is

obtained. DPI shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by DPI to its customers.

- 1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon BellSouth's request, DPI shall complete the BellSouth Credit Profile (BellSouth form) and provide information to BellSouth regarding DPI's credit and financial condition. Based on BellSouth's analysis of the BellSouth Credit Profile and other relevant information regarding DPI's credit and financial condition, BellSouth reserves the right to require DPI to provide BellSouth with a suitable form of security deposit for DPI's account(s). If, in BellSouth's sole discretion, circumstances so warrant and/or DPI's gross monthly billing has increased by 20%, 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 DPI'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 DPI and accepted by BellSouth. Any such security deposit shall in no way release DPI from its obligation to make complete and timely payments of its bill(s). If BellSouth requires DPI to provide a security deposit, DPI shall provide such security deposit prior to the inauguration of service or within thirty (30) days of BellSouth's request, as applicable. Security deposit request notices will be sent to DPI 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 GSST.
- 1.3.2 Security deposits collected under this Section shall not exceed two (2) months' estimated billing for services pursuant to this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if DPI 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 DPI 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, DPI and BellSouth shall agree on a level of estimated billings based on all relevant information.
- 1.3.3 In the event DPI 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 DPI 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 DPI's

final bill for its account(s). If no bill is rendered to DPI, BellSouth shall, nevertheless, apply any security deposit to DPI's outstanding balance.

- 1.3.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by DPI as security under this Agreement, DPI shall renew such letter of credit or provide BellSouth with evidence that DPI has obtained a suitable replacement for the letter of credit. If DPI fails to comply with the foregoing, BellSouth shall thereafter be authorized, in its sole discretion, to draw down the full amount of such letter of credit and utilize the cash proceeds as security for DPI account(s). If DPI provides a security deposit or additional security deposit in the form of a surety bond as required herein, DPI shall renew the surety bond or provide BellSouth with evidence that DPI has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If DPI fails to comply with the foregoing, BellSouth shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for DPI's account(s). If the credit rating of any bonding company that has provided DPI with a surety bond provided as security hereunder has fallen below B, BellSouth will provide written notice to DPI that DPI must provide a replacement bond or other suitable security within fifteen (15) days of BellSouth's written notice. If DPI fails to comply with the foregoing, BellSouth shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for DPI's account(s).

Notwithstanding anything contained in this Agreement to the contrary, BellSouth shall be authorized, in its sole discretion, to draw down the full amount of any letter of credit or take action on any surety bond provided by DPI as security hereunder if DPI 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 and apply the cash proceeds to any outstanding balance on DPI's accounts and utilize any remaining cash proceeds as security for DPI's account(s).

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

- 1.4.1 Payment Due. Payment for services provided by BellSouth, not 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 DPI'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 above, 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 BellSouth's GSST, Section B2 of the Private Line Service Tariff or Section E2 of the BellSouth intrastate Access Services Tariff, or pursuant to the applicable state law as determined by BellSouth. In addition to any applicable late payment and/or interest charges, DPI may be charged a fee for all returned checks at the rate set forth in Section A2 of BellSouth's GSST or pursuant to the applicable state law.
- 1.5 Discontinuing Service to DPI. The procedures for discontinuing service to DPI 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 customers. Additionally, at the time of Discontinuance, BellSouth will remove any Local Service Freezes in place on the billed Party's customers.
 - 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 DPI 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 thirty (30) days from the date of a deposit request in the case of security deposits, BellSouth will provide written notice to DPI 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 above: (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 DPI 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 above, within thirty (30) days following such written notice; provided, however, that BellSouth may provide written notice that such existing services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.4.1 below.
- 1.5.4.1 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) DPI 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 DPI within seven (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 DPI, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

- 1.5.4.2 In the case of Discontinuance of services, all billed charges, as well as applicable disconnect charges, shall become due.
- 1.5.4.3 DPI is solely responsible for notifying the customer of the Discontinuance of service. If, within seven (7) days after DPI's services have been Discontinued, DPI 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 BellSouth's GSST, then BellSouth will reestablish service for DPI.
- 1.5.5 Termination. If within seven (7) days after DPI's service has been Discontinued and DPI has failed to pay all past due charges as described above, then DPI's service will be Terminated.

2. **Billing Disputes**

- 2.1 DPI 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 **eight (8)** business days of BellSouth's denial, or partial denial, of the billing dispute, if DPI is not satisfied with BellSouth's resolution of the billing dispute or if no response to the billing dispute has been received by DPI by such sixtieth (60th) day, DPI 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 General Terms and Conditions.
- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 above of a specific amount of money actually billed by BellSouth within twelve (12) months of the submission of such dispute. DPI agrees to not submit billing disputes for amounts billed more than twelve (12) months prior to submission of a billing dispute filed for amounts billed. The billing dispute must be clearly explained by DPI and supported by written documentation, which clearly shows the basis for disputing charges. Disputes that are not clearly explained or those that do not provide complete information may be rejected by

BellSouth. Claims by DPI 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 DPI, any credits and interest due to DPI as a result thereof shall be applied to DPI's account by BellSouth upon resolution of the billing dispute.

3. Non-InterCompany Settlements

- 3.1 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the Centralized Message Distribution System (CMDS) Data Center (Direct Participant) and may act as host companies (Host) for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center.
- 3.2 The Non-InterCompany Settlements (NICS) is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within BellSouth's territory.
- 3.3 In association with message distribution service, BellSouth will provide DPI with associated intercompany settlements reports as appropriate.
- 3.4 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.
- 3.5 Intercompany Settlements Messages
- 3.5.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by DPI as a facilities based provider of local exchange Telecommunications Services.
- 3.5.2 BellSouth will receive the monthly NICS reports from Telcordia on behalf of DPI and will distribute copies of these reports to DPI on a monthly basis.
- 3.5.3 Through NICS, BellSouth will collect the revenue earned by DPI within the BellSouth territory from another LEC also within the BellSouth territory where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of DPI. BellSouth will remit the revenue billed by DPI within the BellSouth region to the LEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two (2) amounts will be netted together by BellSouth and the resulting charge or credit issued to DPI via a CABS miscellaneous bill on a monthly basis in arrears.

3.5.4 BellSouth and DPI agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

Exhibit PLF-4

DOCUMENT NUMBER-DATE

0959 | SEP 16 8

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DPI

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- Pay As You Go Home Phone
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Getting Connected Is Easier Than You Think

With over 6,000 agents nationwide, dPi processes thousands of new dial-tone activations per month. It's our dedication to understanding our customer's needs that has cemented our reputation as one of the nation's premier providers of Pay As You Go prepaid local home phone service.

Ready to Sign Up?

Got a Question?

Call 1-877 JOIN dPi

Email Your Question

Find a Reseller Near You

PAY AS YOU GO
HOME PHONE SERVICE

Get Started!

enter zip code

Local Phone Company I would like to keep my existing home phone number
Yes No

Get My Price!

- No Credit Check
- No Deposit
- No Contracts
- No I.D. Required

Packages Designed With You in Mind

dPi's Pay As You Go prepaid local home phone packages are designed to fit your needs without busting your budget. Packages start as low as \$9.99 a week or \$29.99 a month! Choose from the following plans:

Features:	Basic Package	Advantage Package	Premier Package
Unlimited Local Calls	yes	yes	yes
Call Waiting		yes	yes
Caller ID		yes	yes
Call Return			yes
Call Forwarding			yes
3 Way Calling			yes

Packages not what you're looking for? Simply add any of the features above to a basic calling package to create your own personalized package. What are you waiting for? **Sign up today!**

Add Pay As You Go Prepaid Long Distance

dPi also offers domestic long distance packages with your dPi Local Home Phone service. Need international long distance, too? We can hook you up! **Learn more.**

Add Pay As You Go Prepaid Internet

Get connected without the commitment! With dPi Local Home Phone service, you can purchase Internet minutes via Pay As You Go access or get a monthly subscription. **Learn more.**

Learn about the dPi Promot Payment Discount

Get the facts before you buy - Q&A with dPi:

Q. Will you ever ask for a deposit from me?

A. No. Absolutely not.

Q. Can I keep my existing phone number?

A. Yes.

Q. Do you need my real name to sign up for home phone service?

A. Absolutely not. All we need is your address.

Q. Can I add or delete phone features in the future?

A. Yes, you can modify your plan each month, if you wish.

Q. What if I move? Can I keep my phone number and service?

A. Yes, there is a \$20 fee to make a change or to transfer your service.

Q. What if I need a few extra days to pay my bill?

A. dPi gives our customers the choice of having grace days to make the next payment! (first month free - \$5 thereafter). We allow customers to make a "promise to pay," either on the phone, or on our Website. We also allow our customers to "pay as they go" meaning they can pay by the day, week or month.

DOCUMENT NUMBER - DATE

09591 SEP 16 08

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Every month, you can lower your bill by \$10 for the following month when you pay your full bill on or before the due date.



Q. If I haven't made the next month's payment, will you disconnect me without calling me first?

A. No. We will always contact you and try to work with you before disconnecting service.

Q. Why does the local phone company require my name and a deposit when dPi doesn't?

A. They don't need it. It's a matter of trust. The only reason they need it is so they can track you down or report bad credit on your account.

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Exhibit PLF-5



Home Products My Account Contact Us About Us Call Us Toll-Free at: 1-877 JOIN DPi (564-6374)

Select Provider > Select Package > Select Services > Order Summary > Address / Customer Info > Make Payment > Account Summary

Order Summary

ZipCode: 33130 BellSouth

Package and Features Selected	Price	Month 2 Charges	Modify	Remove
Basic Service	\$39.99	\$39.99	Modify	
Service Activation Charge	\$0.00			
Prompt Pay Discount				
1st Month Promotional Credit	(\$28.04)			
FCC Subscriber Line Fee	\$6.50	\$6.50		
USOC Order Charge	\$1.69	\$1.69		
Service Activation Charge		\$0.00		
A.A.M. Fee	\$5.00	\$5.00		
Product Total	\$25.14	\$53.18		
Taxes				
Sales Tax	\$7.19	\$7.19		
Total Amount Due	\$32.33	\$60.37		



Product Name	Mo.1	Mo.2	Mo.3	Mo.4	Mo.5	Mo.6	Mo.7	Mo.8	Mo.9
Basic Service	39.99	39.99	39.99	39.99	39.99	39.99	39.99	39.99	39.99
Service Activation Charge	0								
Prompt Pay Discount			-10.00	-10.00	-10.00	-10.00	-10.00	-10.00	-10.00
1st Month Promotional Credit	-28.04								
FCC Subscriber Line Fee	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50
USOC Order Charge	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69
Service Activation Charge		0	0	0	0				
A.A.M. Fee	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Subtotal Product	25.14	53.18	43.18	43.18	43.18	43.18	43.18	43.18	43.18
Taxes, Fees and Surcharges	7.19	7.19	7.19	7.19	7.19	7.19	7.19	7.19	7.19
Total	32.33	60.37	50.37	50.37	50.37	50.37	50.37	50.37	50.37



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