



RECEIVED-FPSC

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COMMISSION  
CLERK

November 4, 2010

100432-TP

VIA HAND DELIVERY

Ms. Ann Cole  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

**Re: American Dial Tone's (ADT's) Request for Emergency Relief and Complaint to Resolve Interconnection Agreement Dispute**

Dear Ms. Cole:

Attached for filing in a new Docket, please find an original and seven copies of ADT's Request for Emergency Relief and Complaint to Resolve Interconnection Agreement Dispute.

Your assistance in this matter is greatly appreciated. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Matthew Feil

COM \_\_\_\_\_  
APA \_\_\_\_\_  
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**STATE OF FLORIDA**  
**PUBLIC SERVICE COMMISSION**

In Re: Request for Emergency Relief and )  
Complaint against BellSouth Telecom- )  
munications, Inc., d/b/a AT&T Florida )  
by American Dial Tone, Inc. )  
\_\_\_\_\_ )

Docket No: 100432-TP

Filed: November 4, 2010

**REQUEST FOR EMERGENCY RELIEF**

**AND**

**COMPLAINT TO RESOLVE INTERCONNECTION**

**AGREEMENT DISPUTE**

American Dial Tone, Inc. ("ADT") files this Request for Emergency Relief asking that the Florida Public Service Commission prohibit BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T") from suspending, discontinuing, terminating or otherwise disrupting ADT's service in Florida pending resolution of the disputed matters in this docket.

As of 7:00 p.m., E.S.T., yesterday, November 3, AT&T, improperly and in violation of the interconnection agreement between the parties, disrupted ADT's services based on a dispute the Commission has no previous opportunity to address. The dispute concerns what services ADT may provide to whom under the interconnection agreement – a dispute which AT&T has now, without petitioning the Commission as required by the interconnection agreement, unilaterally resolved in its own favor by an unprecedented act of self-help.<sup>1</sup> In support of this Request for Emergency Relief ("Request"), ADT states as follows:

<sup>1</sup> At this time, only ordering services with AT&T have been disrupted. Without the Commission's interceding, further disruptions and termination is expected.

DOCUMENT NUMBER-DATE

09186 NOV-4 0

FPSC-COMMISSION CLERK

### **BACKGROUND**

1. ADT is a local exchange telephone company providing service to over 18,500 subscribers in Florida, the majority of whom are low income, residential customers.

2. ADT resells the services of AT&T pursuant to an interconnection agreement between ADT and AT&T deemed approved by this Commission in Docket No. 060522-TP<sup>2</sup> (hereafter the "Agreement."), attached hereto as "Exhibit A."

3. This proceeding concerns two basic issues, both arising under the parties' Agreement. The first issue (the "Service Disruption Issue") requires **immediate** Commission attention and involves AT&T's improper act of self-help in suspending ADT's services, and thus the services of some 18,500 ADT retail customers. The second issue (the "Resale Issue"), which ADT believes the Commission can resolve on an expedited basis as explained further below, concerns the proper interpretation of the Agreement (in conjunction with various rules/orders) as to whether and under what conditions, if any, may ADT provide certain wholesale services to another CLEC.

4. Several factors make AT&T's service disruption particularly egregious in this case: (A) AT&T, without petitioning the Commission for resolution of the dispute as required by the Agreement, threatens the business of ADT and the service of 18,500 ADT customers, the vast majority of whom have absolutely **nothing** to do with the second

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<sup>2</sup> See Docket No. 060522-TP, Notice of adoption of existing IURC agreement with Amerimex Communications Corp. by Ganoco, Inc. d/b/a American Dial Tone. Ganoco Inc. changed its name in 2010, from Ganoco, Inc. d/b/a American Dial Tone to American Dial Tone, Inc., as the Commission acknowledged in Order PSC-10-0230-FOF-TX, issued April 9, 2010.

issue in this proceeding. AT&T's self help, unlawful to start with, was employed with no regard for collateral damage to innocents. (B) AT&T relies upon provisions of the Agreement that address remedies for instances of alleged unlawful/improper use of service. Those provisions do not over-ride the dispute resolution provision of the Agreement and cannot reasonably be interpreted to permit the disruption of **all** services as a penalty for distinct and identifiable impermissible uses of **other** services alleged to exist. (C) AT&T disrupted ADT's service yesterday. Earlier that day, a Judge in U.S. District Court in Tampa<sup>3</sup> verbally ruled from the bench<sup>4</sup> to deny ADT's request for a temporary injunction on the belief that the Commission may have some authority to order temporary relief. AT&T, which argued vehemently in Docket No. 100021-TP that the Commission had no authority to issue injunctive relief, gave ADT no chance of filing a request for relief with the Commission after the District Court ruling yesterday.

5. ADT maintains that the Commission must issue an interim procedural order on an emergency basis – as AT&T told the District Court the Commission could do – to protect the innocent ADT retail customers from AT&T's unlawful conduct and preserve the second issue for proper and prompt Commission disposition.

6. The history of the latter of the two issues involves Docket No. 100021-TP, a billing dispute between LifeConnex Telecom, Inc. (f/k/a Swiftel) (“LifeConnex”) and AT&T. This is so because AT&T maintains that ADT, an affiliate of LifeConnex, may not provide wholesale services to LifeConnex. LifeConnex has some 900 or so

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<sup>3</sup> Case No. 8:10-CV-2194-T-27MAP.

<sup>4</sup> A written order has not been issued yet.

remaining retail customers which LifeConnex serves via a wholesale arrangement with ADT. ADT maintains that even if AT&T is correct regarding the second issue in this case, AT&T has neither the right nor cause to decide that dispute on its own **and** execute its verdict without the Commission's authorization, particularly when the harm to ADT's 18,500 innocent customers patently outweighs any potential harm posed to AT&T by a LifeConnex customer base which has been shrinking ever since the Commission's last order in Docket No. 100021-TP and which continues to shrink on average at about 30% per month (with no marketing and no growth planned).

7. In Docket No. 100021-TP, LifeConnex requested emergency relief by motion filed July 1, 2010, asking the Commission to stop AT&T from disrupting LifeConnex service for nonpayment of disputed amounts. Though the LifeConnex-AT&T interconnection stated that LifeConnex should pay disputed amounts, the parties course of conduct for years was that LifeConnex did not pay disputed amounts. In response to LifeConnex motion, AT&T maintained that the Commission, though having jurisdiction over the billing dispute, had no authority whatsoever to order the equitable or injunctive relief LifeConnex requested. At the Commission's decision making Agenda Conference on the LifeConnex July 1 motion, staff also opined that the Commission did not have authority to issue injunctions but recommended the Commission fashion an interim remedy under the circumstances of the case. By Order No. PSC-10-0457-PCO-TP, issued July 16, 2010, (the "LifeConnex Order"), the Commission ruled, among other things, that as a condition for allowing LifeConnex to continue receiving service, LifeConnex had to post bond in the amount of the prior disputed but unpaid bills to

AT&T. If LifeConnex could not post such bond, AT&T could disrupt LifeConnex service, upon notice, and LifeConnex had to notify its customers of such impending disruption. The Commission also stated:

We agree that we have authority to promote competition and to prevent anti-competitive behavior. But, we also find this authority goes both ways. In this fact pattern, the parties' conduct is governed by an ICA with clear terms. The Federal and Florida statutory schemes regarding telecommunications services allow parties to enter into binding contracts, and expect to have the terms of those contracts enforced bilaterally. We do not find our authority under Section 364.01, F.S., is intended to provide emergency relief when one party seeks to be relieved of its obligations under a negotiated contract in the absence of extraordinary and compelling circumstances.

.....

We wish to make clear that in granting LifeConnex relief with the above conditions, we are not granting equitable relief, nor are we granting an injunction. Instead, we are taking this action under our authority to issue an interim procedural order under our clear jurisdiction to enforce the terms of the ICA and to resolve matters in dispute. AT&T filed a complaint seeking our resolution of a dispute, after allowing an unpaid balance to accumulate over an extended period of time. With both parties having affirmatively invoked our jurisdiction under both Federal and State law to interpret and enforce the ICA, and to adjudicate this dispute in particular, we determine to take interim action to protect both parties and LifeConnex Telecom, LLC's end user customers while this dispute is pending before us.

8. LifeConnex could not post the bond required by the aforesaid order, informed AT&T of such, and began noticing its customers. LifeConnex then chose to reach a wholesale arrangement with its affiliate ADT whereby LifeConnex would purchase service from ADT. ADT believed, and still believes as explained below, that it was within its rights under the ADT-AT&T Agreement to provide services to LifeConnex

under the circumstances. LifeConnex merely intended to minimize the hardship on its customer base until the entire customer base disappeared over the natural progression of time.<sup>5</sup>

9. On September 13, 2010, AT&T wrote a letter to ADT stating that AT&T would suspend and disconnect **all** services to ADT for ADT's alleged violation of the Agreement stemming from the alleged unlawful use of some service for the benefit of LifeConnex. AT&T's September 13 letter (attached as "Exhibit B"). Though the letter was filed with the Commission, the letter did not request Commission action to resolve the dispute and was not, by any stretch, a petition for resolution of a dispute under the Agreement.

10. On September 30, 2010, ADT filed a Verified Complaint and Emergency Motion for Temporary Restraining Order with the United States District Court for the Middle District of Florida, Tampa Division. ADT sought temporary relief that would require AT&T to desist from unilaterally interpreting and enforcing the Agreement and compel AT&T to seek dispute resolution at the Commission, as required by Section 8 (governing "Dispute Resolution") from the General Terms and Conditions of the Agreement.<sup>6</sup> Hearings were held October 26 and November 3. Before the District Court

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<sup>5</sup> In July of this year, LifeConnex discontinued marketing in Florida and has added no new customers since that time. Through normal attrition, the number of remaining customers is dwindling rapidly and, after six months, should be fewer than 100. The temporary arrangement with ADT allows LifeConnex to continue serving these customers during this period.

<sup>6</sup> In pertinent part, Section 8 provides: 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

AT&T reversed its prior position that the Commission had no authority to issue equitable or injunctive relief and instead argued that the Commission does have such authority in the form of an interim procedural order, as evidenced by the LifeConnex Order. On November 3, the District Court Judge verbally ruled from the bench to deny ADT's request for a temporary injunction, as he believed the Commission may have the ability to issue some form of interim protective relief. A written order is expected soon.

11. There is agreement between the parties that the Commission has the authority to enforce the Dispute Resolution provision of the Agreement; and there should now be no disagreement that the Commission has the authority to address the Service Disruption Issue by issuing a form of temporary relief (as AT&T has conceded in open court) and the Resale Issue (by virtue of the Dispute Resolution provision compelling Commission resolution). This pleading requests Commission resolution of both issues as provided hereinbelow.

#### **PARTIES**

12. American Dial Tone ("ADT") is a competitive local exchange provider authorized to offer telecommunications services in Florida, per CLEC Certificate No. 5805. ADT's address is 6095 N. Wickham Road, Suite 403, Melbourne, Florida 32940.

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dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.



13. AT&T is a Georgia corporation authorized to do business in Florida as an incumbent local exchange provider. AT&T's address is 675 West Peachtree Street, Suite 4300, Atlanta, Georgia 30375.

14. The person authorized to receive notices, pleadings and other communications regarding this Request for Emergency Relief and Complaint is:

Matthew Feil  
Akerman Senterfitt  
106 E. College Avenue  
12<sup>th</sup> Floor  
Tallahassee, FL 32301  
850-224-9634

#### **JURISDICTION**

15. The Florida Public Service Commission has jurisdiction over this matter pursuant to Section 252 of the Federal Telecommunications Act of 1996 (the "Act"), 47 U.S.C. §252, Section 8 of the "General Terms and Conditions" of the parties' interconnection agreement, and Sections 364.01 and 364.162(1), Florida Statutes. The Commission has authority to interpret and enforce ILEC-CLEC interconnection agreements such as the ADT-AT&T Agreement here.<sup>7</sup> In addition, as stated in the LifeConnex Order and on the authority cited therein, the Commission has power to issue interim procedural orders that will govern the conduct of party's during interconnection agreement disputes.

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<sup>7</sup> E.g. BellSouth Telecommunications, Inc. v. MCIMetro Access Trans. Serv., Inc., 317 F.3d 1270 (11<sup>th</sup> Cir. 2003).

## **DISCUSSION AND ARGUMENT**

### **The Service Disruption Issue**

16. In the LifeConnex Order, the Commission expressed its hesitancy to grant the temporary relief LifeConnex sought because LifeConnex's requested relief would be contrary to plain language from the interconnection agreement in that case (notwithstanding the parties' course of conduct).<sup>8</sup> In this case, AT&T wishes to by-pass the plain language of the Agreement regarding Dispute Resolution by not asking the Commission for relief. In so doing, AT&T is assuming the role of the Commission and interpreting and enforcing the Agreement unilaterally, as AT&T sees fit. Such action cannot be permitted.

17. ADT believes AT&T may make two arguments in its defense. The first is that provisions in the Agreement other than the Dispute Resolution clause over-ride the Dispute Resolution clause, permitting AT&T to disrupt **all** service, not just the allegedly offending service, without Commission resolution of a dispute. The second is that ADT could have come to the Commission and sought the relief sought in this Request earlier. The Commission should find neither persuasive.

18. To support its first argument, AT&T has cited the following excerpts from the Agreement, though nowhere do any expressly override of the Dispute Resolution clause:

[AT&T] can refuse service when it has grounds to believe that service will be

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<sup>8</sup> See p. 4 -8 of the LifeConnex Order.

used in violation of the law. ICA, Attachment 1 (Resale) § 3.11.

Service is furnished subject to the condition that it will not be used for any unlawful purpose. *Id.* § 3.9.

In addition to as otherwise set forth in this Agreement, [AT&T] 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 [AT&T]'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. *Id.*, GTC, § 2.4.

[AT&T] reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of [AT&T]'s facilities, abuse of [AT&T]'s facilities, or any other violation or noncompliance by [ADT] of the rules and regulations of [AT&T]'s tariffs. *Id.*, Attachment 7 (Billing) § 1.5.2.

As noted earlier, none of the cited provisions provide that **all** services to a CLEC may be disrupted when only a finite service is **alleged** to be unlawful.<sup>9</sup> Further, it should not escape notice that the Dispute Resolution clause provided, "[e]xcept as otherwise stated in this Agreement . . . the aggrieved Party **shall** petition the Commission for resolution of the dispute" (See f.n. 6, emphasis added.) None of AT&T's quoted provisions state that they over-ride the Dispute Resolution clause and its mandatory requirement for a Commission resolution. In addition, even if the Agreement prohibited the ADT-LifeConnex arrangement (which it does not), AT&T cannot reasonably contend that ADT's temporary provision of wholesale service to LifeConnex justifies termination of the entire Agreement. To warrant termination of a contract, the alleged breach must be "so substantial and fundamental as to defeat the object of the parties in making the

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<sup>9</sup> AT&T's reserving the right to take action does not **grant** AT&T the right to take action, especially when the action is otherwise improper and without foundation, as here.

agreement.” *General Steel, Inc., v. Delta Building Sys., Inc.*, 676 S.E.2d 451 (Ga. App. 2009); see *Mayor of Douglasville v. Hildebrand*, 333 S.E.2d 674 (Ga. 1985). The temporary use by LifeConnex of 5% of ADT’s lines to maintain service to residential customers is hardly a “substantial and fundamental” breach of the parties' intentions, or the purposes of the federal and state laws which govern the Agreement.

19. The alleged unlawful use here poses no immediate threat to the public health, safety, or welfare or to the network or the property or uses of others. None. On the other hand, AT&T's disproportionate reaction suspending ADT's ordering ability has already left all of ADT's 18,500 customers (not just the small fraction to which AT&T takes offense) unable to have their services changed and prevents all turn-on and turn-offs.<sup>10</sup> If AT&T terminates all services to ADT, all of ADT's 18,500 customers will be without service or will have to scramble to migrate to other providers with or without notice, at the whim of AT&T.<sup>11</sup> These circumstances clearly justifies the Commission's addressing the Service Disruption Issue on an emergency basis.

20. AT&T would be playing a procedural shell game were it to argue that ADT subjected itself to order suspension by not filing with the Commission instead of the Court some time ago. The courts have very clear and defined rules and procedures for seeking emergency and injunctive relief. Commission precedent setting criteria for any

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<sup>10</sup> Because most of ADT's customers are lower income individuals who buy ADT's prepaid service, service changes like turn-on's and turn-off's are frequent. Thus, AT&T's service order suspension has a significant impact on ADT's ability to provide service to its customer base.

<sup>11</sup> AT&T's announcement that it would suspend ADT's service as of midnight came by an email yesterday. Service was suspended before midnight. AT&T has provided no further information regarding additional disruption, thus, making the need for relief even more critical.

type of non-rate case interim relief is not established. Further, AT&T argued in the LifeConnex case that the Commission had **no** equitable or injunctive powers but then changed horses during the District Court hearings by arguing the Commission did have powers for granting some interim remedies, citing the LifeConnex Order as precedent. And within hours of the Court refusal to grant ADT's requested temporary injunction, AT&T quickly suspended ADT's ordering ability before ADT had a chance to file pleadings with this Commission.

21. ADT should not be caught between the District Court and the Commission on the question of who has authority to address the Service Disruption Issue.<sup>12</sup> Nor should AT&T be allowed to change course again and argue the Commission cannot grant the temporary relief here sought (as opposed to arguing the Commission should not grant such relief). The Commission should grant the temporary relief ADT requests herein, as this Request has even greater justification than the relief addressed in the LifeConnex Order.

### **The Resale Issue**

22. The Agreement provides that “[t]he resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.” (Ex. A to Biddle Dec., at Attachment 1, Section 4.1.1). And this Commission has approved, by order, “restrictions that would limit resale of . . . residential services . . . to end users who are eligible to purchase such services directly from BellSouth.” FPSC Docket Nos.

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<sup>12</sup> If the Commission believes it has no power to grant the temporary relief requested herein, the Commission should issue an order so stating.

960833-TP, 960846-TP, 960916-TP, Order No. PSC-96-1579-FOF-TP (issued Dec. 31, 1996) at 60. In other words, ADT may not purchase residential lines from AT&T and resell those lines to end users who are not residential customers. As the Federal Communications Commission has said: “There is general agreement that residential services should not be resold to non-residential end users . . . For example, this would prevent resellers from reselling wholesale-priced residential service to business customers.” FCC “First Report and Order,” CC Docket 96-98 (August 8, 1996), ¶ 962.

23. AT&T’s contention is that ADT is improperly reselling AT&T’s residential service to LifeConnex, a business customer (although it is undisputed that all lines are used by residential users). However, AT&T has overlooked, or chosen to disregard, the definitions of “telecommunication service,” “resale,” and “end user” as those terms are used in the parties’ Agreement. “Telecommunications Service” is defined in the Agreement as “the offering of telecommunications for a fee directly to the public.” (Agreement, General Terms and Conditions, p. 2) (emphasis added). Similarly, “resale” is defined as “the activity wherein [ADT] . . . subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.” Agreement, Attachment 1, Section 2.7 (emphasis added). Finally, the Agreement defines “end user” as “the ultimate user of the telecommunications service.” *Id.* at General Terms and Conditions, p. 2 and Attachment 1, Section 2.4 (emphasis added).

24. In other words, the “resale” of “telecommunications service” means the sale of service “to the public.” It does not mean the use of ADT’s lines by LifeConnex.

Furthermore, LifeConnex is not the “end user” of these services. The “end user,” i.e., the “ultimate user” of every such line is a *residential* customer of LifeConnex. Therefore, ADT is not engaged in the “resale” of “telecommunications services” to LifeConnex, nor are those residential lines being resold to “end users” who are business customers. ADT is therefore not in violation of the Agreement or the federal and state prohibitions against the cross-class resale of residential service.<sup>13</sup>

### **EMERGENCY, RELIEF SOUGHT**

25. In consideration of the foregoing, ADT requests that the Commission issue an interim procedural order requiring AT&T to reverse the service disruption AT&T has imposed to date and preventing AT&T from any further service disruptions, pending resolution of the other matters in this proceeding, including the Resale Issue.

26. In consideration of temporary relief, ADT will agree to negotiate with AT&T and staff on the following: (1) an expedited procedural schedule with no disputed issues of material fact, i.e., stipulated facts (2) briefing by the parties and a hearing before the Commission, consisting of oral argument by the parties, (3) a stipulation by ADT to increase the \$600,000 bond posted as security under the Agreement to cover the

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<sup>13</sup> Furthermore, the Agreement expressly permits ADT to “purchase resale services from BellSouth [AT&T] for its own use in operating its business.” (Agreement, Attachment 1, Section 3.2). Here, the “business” of ADT includes, for a few months, the provision of wholesale, residential service to its affiliate, LifeConnex. ADT is entitled to purchase resale service from AT&T for that purpose, “for [ADT’s] own use in operating its business.”

difference between the wholesale residential rate and the wholesale business rate for each month's projected LifeConnex line count while the matter remains pending.<sup>14</sup>

27. ADT further requests such relief as the Commission finds appropriate.

**PERMANENT RELIEF SOUGHT**

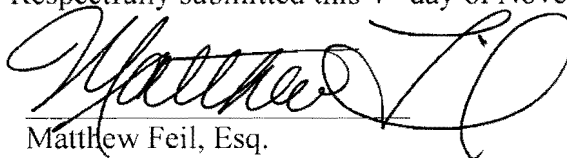
28. ADT requests that the Commission issue an order declaring that ADT may lawfully provide the services ADT currently provides LifeConnex.

29. ADT requests that the Commission issue an order declaring that AT&T may not disrupt any of ADT's services on the grounds addressed in this proceeding and that were AT&T to so disrupt ADT's services, AT&T would be in breach of the Agreement and subject to recourse for said breach.

30. ADT further requests such relief as the Commission finds appropriate.

WHEREFORE, ADT requests the relief sought herein be granted.

Respectfully submitted this 4<sup>th</sup> day of November, 2010.



Matthew Feil, Esq.  
Akerman Senterfitt  
106 East College Avenue, Suite 1200  
Tallahassee, FL 32301  
(850) 425-1614

*Attorney for American Dial Tone, Inc.*

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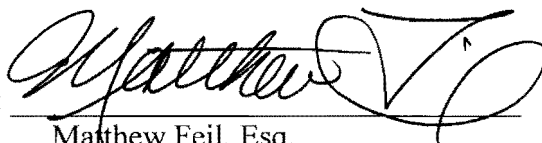
<sup>14</sup> At various stages of the court proceedings, AT&T indicated that ADT's provision of service to LifeConnex was in the nature of a billing dispute and ADT should be paying the higher business rate for LifeConnex lines.



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served upon the following by email, and/or U.S. Mail this 4<sup>th</sup> day of November, 2010.

<p>Adam Teitzman, Esq. Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 cmurphy@psc.state.fl.us</p>	<p>E. Earl Edenfield, Jr. Tracy W. Hatch Manuel A. Guardian AT&amp;T Florida c/o Gregory R. Follensbee 150 South Monroe Street Suite 400 Tallahassee, FL 32301 ke2722@att.com mg2708@att.com th9467@att.com</p>
<p>Henry M. Walker, Esq. Bradley Arant Boulton Cummings, LLP 1600 Division Street Suite 700 Nashville, TN 37203 hwalker@babc.com</p>	<p>Chris Sutch Associated Telecom Management Svcs, LLC 6095 North Wickham Road Suite 403 Melbourne, FL 32940-7553 legal@telecomgroup.com</p>

By:   
Matthew Feil, Esq.

# EXHIBIT A



at&t

WHOLESALE AGREEMENT

***Customer Name: Ganoco, Inc. dba American Dial Tone***

Ganoco, Inc. dba American Dial Tone - 2006 ICA	2
Adoption Papers	3
Signature Page	5
Ganoco, Inc. - Extension Amendment	6

**By and Between**

**BellSouth Telecommunications, Inc.**

**And**

**Ganoco, Inc. dba American Dial Tone**

## AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Ganoco, Inc. dba American Dial Tone ("American Dial Tone"), a Florida corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

**WHEREAS**, American Dial Tone has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and AmeriMex Communications Corp. dated September 22, 2005 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, American Dial Tone and BellSouth hereby agree as follows:

1. American Dial Tone and BellSouth shall adopt in its entirety the AmeriMex Communications Corp. Interconnection Agreement dated September 22, 2005 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The AmeriMex Communications Corp. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	5
AmeriMex Communications Corp. Agreement	869
TOTAL	874

2. In the event that American Dial Tone consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of American Dial Tone under this Agreement.

January 2003

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2.1 of the AmeriMex Communications Corp. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2.1 of the AmeriMex Communications Corp. Interconnection Agreement, the effective date shall be September 22, 2005.

4. American Dial Tone shall accept and incorporate any amendments to the AmeriMex Communications Corp. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> floor  
Birmingham, Alabama 35203

and

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

Ganoco, Inc. dba American Dial Tone

Stephen D. Klein  
2323 Curlew Road  
Suite 7C  
Dunedin, FL 34698  
Contact: 727-450-4980  
Email: [steve@americandialtone.com](mailto:steve@americandialtone.com)

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 1/7/06

Ganoco, Inc, dba American Dial Tone

By: Stephen D. Klein

Name: STEPHEN D. KLEIN

Title: ITB PRES

Date: 12-15-05

**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT  
OF 1996**

**BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, INC.**

**d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA,**

**AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,**

**AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND**

**AT&T TENNESSEE**

**AND**

**GANOCO, INC. DBA AMERICAN DIAL TONE**

The Interconnection Agreement dated August 6, 2006 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and Ganoco, Inc. dba American Dial Tone ("American Dial Tone") ("Agreement") effective in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee is hereby amended as follows:

1. The Parties agree that **AT&T-9STATE** shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. Section 2.1 of the General Terms and Conditions is amended by adding the following section:
  - 2.1.1 Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from September 21, 2008 until September 21, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from American Dial Tone, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Commissions and shall become effective on the date of the last signature executing the Amendment.



Ganoco, Inc. dba American Dial Tone

BellSouth Telecommunications, Inc. d/b/a  
 AT&T Alabama, AT&T Florida, AT&T Georgia,  
 AT&T Kentucky, AT&T Louisiana, AT&T  
 Mississippi, AT&T North Carolina, AT&T South  
 Carolina and AT&T Tennessee

By: *Stephen D. Blum*  
 Name: Stephen D. Blum  
 (Print or Type)  
 Title: ns President  
 (Print or Type)  
 Date: 6-2-08

By: *Kristen E. Shore*  
 Name: Kristen E. Shore  
 Title: Director  
 Date: 6/15/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	<u>7888</u>	<u>600</u>	MISSISSIPPI		
FLORIDA	<u>7888</u>	<u>600</u>	NORTH CAROLINA		
GEORGIA			SOUTH CAROLINA		
KENTUCKY	<u>7888</u>	<u>600</u>	TENNESSEE	<u>7888</u>	<u>600</u>
LOUISIANA					

## **BELLSOUTH® / CLEC Agreement**

**Customer Name: AmeriMex Communications Corp.**

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Note: This page is not part of the actual signed contract/amendment, but is present for record keeping purposes only.

**Interconnection Agreement**  
**Between**  
**BellSouth Telecommunications, Inc.**  
**and**  
**AmeriMex Communications Corp.**

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**AGREEMENT  
GENERAL TERMS AND CONDITIONS**

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

**W I T N E S S E T H**

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

**WHEREAS**, AmeriMex 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; AmeriMex wishes to purchase certain services from BellSouth; and

**WHEREAS**, 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

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and AmeriMex agree as follows:

**Definitions**

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

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

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

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

**End User** means the ultimate user of the Telecommunications Service.

**FCC** means the Federal Communications Commission.

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

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

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

1. **CLEC Certification**
  - 1.1 AmeriMex agrees to provide BellSouth in writing AmeriMex'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 AmeriMex is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, AmeriMex may not purchase services hereunder in that state. AmeriMex will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement and upon receipt thereof, AmeriMex may thereafter purchase services pursuant to this Agreement in that state. BellSouth will file this Agreement with the appropriate Commission for approval.
  - 1.3 Should AmeriMex's certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, terminate this Agreement immediately, in accordance with any applicable Commission rules for termination, and all monies owed on all outstanding invoices shall become due, and BellSouth may refuse to provide services hereunder in that state until certification is reinstated in that state, provided such notification is made prior to expiration of the initial term of this Agreement. AmeriMex shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

**2. Term of the Agreement**

- 2.1 The initial term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(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 the initial term of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement). If as of the expiration of the initial term of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Sections 2.3.1 and 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration of the initial term shall be as set forth in Section 2.3 below.
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate rates, terms and conditions for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 2.3.1 Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of the initial term of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with 2.3 above, then BellSouth may terminate this Agreement upon sixty (60) days notice to AmeriMex, provided however, the Agreement cannot be terminated if the Parties are in good faith negotiations and mutually agree to continue negotiations, which agreement shall not be unreasonably withheld. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to AmeriMex 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 2.3 above, in the event that as of the expiration of the initial term of this Agreement the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.2 above and BellSouth is not providing any services under this Agreement as of the date of expiration of the initial term of this Agreement, then this Agreement



shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.

- 2.4 In addition to as otherwise set forth in this Agreement, BellSouth reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate service in the event of prohibited, unlawful or improper use of BellSouth's facilities or service, abuse of BellSouth's facilities or any other material breach of this Agreement, and all monies owed on all outstanding invoices shall become due.
- 2.5 If, at any time during the term of this Agreement, BellSouth is unable to contact AmeriMex pursuant to the Notices provision hereof or any other contact information provided by AmeriMex under this Agreement, and there are no active services being provided under this Agreement, then BellSouth may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to AmeriMex pursuant to the Notices section hereof.

3. **Nondiscriminatory Access**

When AmeriMex purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to others, including its End Users. 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 AmeriMex 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 AmeriMex 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 AmeriMex.

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

- 4.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services for AmeriMex, or, if applicable under this Agreement, switching, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to AmeriMex 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 AmeriMex End Users for the same length of time it maintains such information for its own End Users.

- 4.2 Subpoenas Directed to AmeriMex. Where BellSouth is providing resold services to AmeriMex, or, if applicable under this Agreement, switching, then AmeriMex agrees that in those cases where AmeriMex receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to AmeriMex End Users, and where AmeriMex does not have the requested information, AmeriMex will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 4.1 above.
- 4.3 In all other instances, where either Party receives a request for information involving the other Party's End User, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

## 5 **Liability and Indemnification**

- 5.1 AmeriMex Liability. In the event that AmeriMex 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 AmeriMex's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of AmeriMex under this Agreement.
- 5.2 Liability for Acts or Omissions of Third Parties. Neither Party shall be liable to the other Party for any act or omission of another entity providing any services to the other Party.
- 5.3 Limitation of Liability. Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the services or functions not performed or improperly performed. Any amounts paid to AmeriMex pursuant to Attachment 9 hereof shall be credited against any damages otherwise payable to AmeriMex pursuant to this Agreement.
- 5.3.1 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall, except to the extent caused by the other Party's gross negligence or willful misconduct, indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first

Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

- 5.3.2 Neither BellSouth nor AmeriMex shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 5.3.3 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 5.3.4 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 5.4 Indemnification for Certain Claims. Except to the extent caused by the indemnified Party's gross negligence or willful misconduct, the Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.
- 5.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

**6 Intellectual Property Rights and Indemnification**

6.1 No License. Except as expressly set forth in Section 6.2, no patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.

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

6.3 Intellectual Property Remedies

6.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 5 preceding.

6.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit,

or proceeding based on intellectual property infringement, then said Party, promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below, shall:

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

## 7 **Proprietary and Confidential Information**

- 7.1 Proprietary and Confidential Information. It may be necessary for BellSouth and AmeriMex, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by

the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

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

## 8 **Resolution of Disputes**

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper

implementation of this Agreement, the aggrieved Party, if it elects to pursue resolution of the dispute, shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

**9 Taxes**

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

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

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

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

9.3.1 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed. If the providing Party fails to bill or to collect any taxes or fees herein, then as between the providing Party and purchasing Party, the providing Party shall be liable for any penalty assessed with respect to such uncollected taxes or fees by such authority.

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

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

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



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

## 10 Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire,

flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by AmeriMex, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

**11 Adoption of Agreements**

Pursuant to 47 USC § 252(i) and 47 C.F.R. § 51.809, and upon request by AmeriMex, BellSouth shall make available to AmeriMex any entire interconnection agreement filed and approved pursuant to 47 USC § 252.

**12 Modification of Agreement**

- 12.1 If AmeriMex 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 AmeriMex to notify BellSouth of said change, request that an amendment to this Agreement, if necessary, be executed to reflect said change and notify the appropriate state commission of such modification of company structure in accordance with the state rules governing such modification in company structure if applicable. Additionally, AmeriMex shall provide BellSouth with any necessary supporting documentation.
- 12.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 12.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of AmeriMex or BellSouth to perform any material terms of this Agreement, AmeriMex or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within forty-five (45) days after such notice, and either Party elects to pursue resolution of such amendment such Party shall pursue the Dispute Resolution procedure set forth in this Agreement.
- 12.4 In addition to the modification of agreement provisions outlined in Section 12.3 above, except as otherwise required by this Agreement, either Party may request to

amend the Agreement at any time to accommodate business and operational needs.

**13 Legal Rights**

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

**14 Indivisibility**

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

**15 Severability**

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

**16 Non-Waivers**

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of

the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

**17 Governing Law**

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

**18 Assignments and Transfers**

18.1 Any assignment by either Party to any entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. Such consent shall not be unreasonably withheld, delayed or conditioned. If the assignee is an assignee of AmeriMex, the assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that AmeriMex 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, AmeriMex shall not be permitted to assign this Agreement in whole or in part to any entity unless either (1) AmeriMex pays all bills, past due and current, under this Agreement, or (2) AmeriMex's assignee expressly assumes liability for payment of such bills.

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

**19 Notices**

19.1 With the exception of billing notices, governed by Attachment 7, 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 19<sup>th</sup> Street, 10<sup>th</sup> floor  
Birmingham, AL 35203

and

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

**AmeriMex Communications Corp.**

Donald L. Aldridge  
20 Mansell Court East, Suite 200  
Roswell, GA 30076  
don@amerimex.biz

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

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

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

**20 Rule of Construction**

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

**21 Headings of No Force or Effect**

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

**22 Multiple Counterparts**

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

**23 Filing of Agreement**

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, AmeriMex shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by AmeriMex.

Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as AmeriMex is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

**24 Compliance with Law**

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

**25 Necessary Approvals**

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

**26 Good Faith Performance**

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

**27. Rates**

- 27.1 AmeriMex 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, such charges incurred under this Agreement, including back billing and billing disputes, are subject to a two (2) year limitations period. However, both Parties recognize that situations exist which may necessitate billing beyond the two (2) years and to the extent not bound by the applicable limitations period. These exceptions are:
- 27.1.1 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;
- 27.1.2 Charges incorrectly billed due to erroneous information supplied by the non-billing Party.
- 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 AmeriMex 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 or a negotiated Amendment to this Agreement, as appropriate.

**28 Rate True-Up**

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

**29 Survival**

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

**30 Entire Agreement**

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

30.2 This Agreement includes Attachments with provisions for the following:

Resale  
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

30.3 Any reference throughout this Agreement to a tariff, industry guideline, BellSouth's technical guideline or reference, BellSouth business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to



time and all of which are incorporated herein by reference. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the services were provisioned.

General Terms and Conditions  
Signature Page

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

**BellSouth Telecommunications, Inc.**

By: 

Name: Kristen E. Rowe

Title: Director

Date: 8/23/05

**AmeriMex Communications Corp.**

By: 

Name: Don Aldridge

Title: CEO

Date: August 15, 2005

**Attachment 1**

**Resale**

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## RESALE

### 1. Discount Rates

- 1.1 The discount rates applied to AmeriMex 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 AmeriMex for the purposes of resale to AmeriMex's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit D to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

### 2. Definition of Terms

- 2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 END USER means the ultimate user of the Telecommunications Service.
- 2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.
- 2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as AmeriMex, 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 AmeriMex 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 AmeriMex 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 AmeriMex does not resell Lifeline service to any End Users, and if AmeriMex 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 AmeriMex resells Lifeline service to any End User in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon AmeriMex 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 AmeriMex 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 AmeriMex 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 AmeriMex must resell services to other End Users.
- 3.2.2 AmeriMex cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.
- 3.3 AmeriMex 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 AmeriMex for said services.

- 3.4 AmeriMex 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 AmeriMex. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of AmeriMex. 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 AmeriMex 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 AmeriMex 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 AmeriMex 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 AmeriMex, BellSouth will provide AmeriMex with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. AmeriMex acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. AmeriMex 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, AmeriMex 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 AmeriMex to designate up to 100 intermediate telephone numbers per CLLIC, for AmeriMex's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. AmeriMex 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 AmeriMex's End Users, pursuant to Section 6 of the General Terms and Conditions.
- 3.13 If AmeriMex 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, AmeriMex 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 AmeriMex remain the property of BellSouth.
- 3.15 White page directory listings for AmeriMex End Users will be provided in accordance with Section 8 below.
- 3.16 Service Ordering and Operations Support Systems (OSS)
- 3.16.1 AmeriMex 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 AmeriMex may submit a Local Service Request (LSR) electronically as set forth in Attachment 6 of this Agreement. Service orders will be in a standard format designated by BellSouth.
- 3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit D of this Attachment. An individual LSR



will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit D of this Attachment. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

3.16.3 Denial/Restoral OSS Charge. In the event AmeriMex 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. AmeriMex 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 AmeriMex per the Bona Fide Request/New Business Request process as set forth in Attachment 11 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 AmeriMex acquires an End User whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to AmeriMex that Special Assembly at the wholesale discount at AmeriMex's option. AmeriMex 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 AmeriMex customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate AmeriMex 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 AmeriMex 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 AmeriMex 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 AmeriMex, and AmeriMex 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 AmeriMex**

- 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 AmeriMex to establish authenticity of use. Such audit shall not occur more than once in a calendar year. AmeriMex 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 AmeriMex 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 AmeriMex may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

- 4.4 If AmeriMex cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.
- 4.5 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas. BellSouth will in some instances provision resold services in accordance with the General Subscriber Services Tariff and Private Line Tariffs jointly with an Independent Company or other Competitive Local Exchange Carrier.
- 4.5.1 When AmeriMex assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.
- 4.5.2 Service terminating in an Independent Company or other Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to AmeriMex.
- 4.5.3 AmeriMex must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming an End User account where such circumstances apply.
- 4.5.4 Specific guidelines regarding such services are available on the BellSouth Web site at <http://www.interconnection.bellsouth.com>.
- 5. Maintenance of Services**
- 5.1 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.2 AmeriMex 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 AmeriMex accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 AmeriMex will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, AmeriMex shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth will bill AmeriMex 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 AmeriMex'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, AmeriMex will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to establish accounts for resold services ("master account"). AmeriMex is required to provide the following before a master account is established: blanket letter of authorization, misdirected number form, proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a deposit and tax exemption certificate, if applicable.

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

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

7.1.2 At the request of AmeriMex, BellSouth will disconnect a AmeriMex End User.

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

7.1.4 AmeriMex 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 AmeriMex 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 AmeriMex and/or the End User against any claim, loss or damage arising from providing this information to AmeriMex. It is the responsibility of AmeriMex to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

## **8 White Pages Listings**

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

8.1.2 Listings. AmeriMex shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include AmeriMex residential and business End User listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between AmeriMex and BellSouth End Users. AmeriMex shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

8.1.3 Unlisted/Non-Published End Users. AmeriMex will be required to provide to BellSouth the names, addresses and telephone numbers of all AmeriMex End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's General Subscriber Services Tariff (GSST) and shall not be subject to wholesale discount.

8.1.4 Inclusion of AmeriMex End Users in Directory Assistance Database. BellSouth will include and maintain AmeriMex End User listings in BellSouth's Directory Assistance databases. AmeriMex shall provide such Directory Assistance listings to BellSouth at no charge.

8.1.5 Listing Information Confidentiality. BellSouth will afford AmeriMex's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.

8.1.6 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the GSST and shall not be subject to the wholesale discount.

8.1.7 Rates. So long as AmeriMex provides listing information to BellSouth as set forth in Section 8.1.2 above, BellSouth shall provide to AmeriMex one (1) basic White Pages directory listing per AmeriMex End User at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of a

local service request (LSR) submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 6 of this Agreement, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6 of this Agreement.

- 8.2 Directories. BellSouth or its agent shall make available White Pages directories to AmeriMex End User at no charge or as specified in a separate agreement between AmeriMex and BellSouth's agent.
- 8.3 Procedures for submitting AmeriMex Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 8.3.1 AmeriMex authorizes BellSouth to release all AmeriMex SLI provided to BellSouth by AmeriMex to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), as the same may be amended from time to time. Such AmeriMex SLI shall be intermingled with BellSouth's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.
- 8.3.2 No compensation shall be paid to AmeriMex for BellSouth's receipt of AmeriMex 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 AmeriMex's SLI, or costs on an ongoing basis to administer the release of AmeriMex SLI, AmeriMex 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 AmeriMex's SLI, AmeriMex will be notified. If AmeriMex does not wish to pay its proportionate share of these reasonable costs, AmeriMex may instruct BellSouth that it does not wish to release its SLI to independent publishers, and AmeriMex shall amend this Agreement accordingly. AmeriMex will be liable for all costs incurred until the effective date of the amendment.
- 8.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by AmeriMex under this Agreement. AmeriMex 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 AmeriMex listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to AmeriMex any complaints received by BellSouth relating to the accuracy or quality of AmeriMex listings.

8.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

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

9.1 Operator Call Processing provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls). (2) operator or automated assistance for billing after the End User has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and Operator-assisted Directory Assistance.

9.2 Upon request for BellSouth Operator Call Processing, BellSouth shall:

9.2.1 Process 0+ and 0- dialed local calls

9.2.2 Process 0+ and 0- intraLATA toll calls.

9.2.3 Process calls that are billed to AmeriMex End User's calling card that can be validated by BellSouth.

9.2.4 Process person-to-person calls.

9.2.5 Process collect calls.

9.2.6 Provide the capability for callers to bill a third party and shall also process such calls.

9.2.7 Process station-to-station calls.

9.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.

9.2.9 Process emergency call trace originated by Public Safety Answering Points.

9.2.10 Process operator-assisted directory assistance calls.

9.2.11 Adhere to equal access requirements, providing AmeriMex local End Users the same IXC access that BellSouth provides its own operator service.

9.2.12 Exercise at least the same level of fraud control in providing Operator Service to AmeriMex that BellSouth provides for its own operator service.

- 9.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
- 9.2.14 Direct customer account and other similar inquiries to the customer service center designated by AmeriMex.
- 9.2.15 Provide call records to AmeriMex in accordance with ODUF standards.
- 9.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 9.3 Directory Assistance Service. Directory Assistance Service provides local and non-local End User telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
  - 9.3.1 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by AmeriMex's End User. BellSouth shall provide caller-optional directory assistance call completion service at rates set forth in BellSouth's General Subscriber Services Tariff to one of the provided listings.
- 9.4 Directory Assistance Service Updates. BellSouth shall update End User listings changes daily. These changes include:
  - 9.4.1 New End User connections
  - 9.4.2 End User disconnections
  - 9.4.3 End User address changes
  - 9.4.4 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
  - 9.4.5 Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by AmeriMex to the BellSouth Tops. The calls are routed to "No Announcement."

## **10 Branding for Wholesale Operator Call Processing and Directory Assistance**

- 10.1 BellSouth's branding feature provides a definable announcement to AmeriMex 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 AmeriMex to have its calls custom branded with AmeriMex's name on whose behalf BellSouth is providing DA and/or OCP. Rates for the branding features are set forth in Exhibit D of this Attachment.



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

## **11. Line Information Database (LIDB)**

- 11.1 The BellSouth Line Information Database (LIDB) stores current information on working telephone numbers and billing account numbers. LIDB data is used by providers of Telecommunications Services to validate billing of collect calls, calls billed to a third party number and nonproprietary calling card calls, to screen out attempts to bill calls to payphones, for billing and for fraud prevention.
- 11.2 Where AmeriMex is purchasing Resale services BellSouth shall utilize BellSouth's service order generated from AmeriMex LSR's to populate LIDB with AmeriMex's End User information BellSouth provides access to information in its LIDB, including AmeriMex End User information, to various providers of Telecommunications Services via queries to LIDB pursuant to applicable tariffs.

Information stored for AmeriMex, pursuant to this Agreement, shall be available to those Telecommunications Service providers.

- 11.2.1 When necessary for fraud control measures, BellSouth may perform additions, updates and deletions of AmeriMex data to the LIDB (e.g., calling card deactivation).
- 11.3 Responsibilities of the Parties
  - 11.3.1 BellSouth will administer the data provided by AmeriMex pursuant to this Agreement in the same manner as BellSouth administers its own data.
  - 11.3.2 AmeriMex is responsible for completeness and accuracy of the data being provided to BellSouth.
  - 11.3.3 BellSouth shall not be responsible to AmeriMex for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

## **12. RAO Hosting**

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

## **13. Optional Daily Usage File (ODUF)**

- 13.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit B. Rates for ODUF are as set forth in Exhibit D of this Attachment.
- 13.2 BellSouth will provide ODUF service upon written request.

## **14. Enhanced Optional Daily Usage File (EODUF)**

- 14.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for EODUF are as set forth in Exhibit D of this Attachment.
- 14.2 BellSouth will provide EODUF service upon written request.

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

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Promotions - > 90 Days (Note 2 & 3)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 Promotions - ≤ 90 Days (Note 2 & 3)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5 911/E911 Services	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 <sup>®</sup> 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 End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13 Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
<b>Applicable Notes:</b>																		
1.	Grandfathered services can be resold only to existing subscribers of the grandfathered service.																	
2.	Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.																	
3.	Promotions shall be available only for the term set forth in the applicable tariff.																	
4.	Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.																	

**Optional Daily Usage File**

1. Upon written request from AmeriMex, BellSouth will provide the Optional Daily Usage File (ODUF) service to AmeriMex pursuant to the terms and conditions set forth in this section.
2. AmeriMex shall furnish all relevant information required by BellSouth for the provision of the ODUF.
3. The ODUF feed provides AmeriMex messages that were carried over the BellSouth network and processed by BellSouth for AmeriMex.
4. Charges for ODUF will appear on AmeriMex's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D to this Attachment.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
  - 5.1 Messages that error in the billing system of AmeriMex will be the responsibility of AmeriMex. If, however, AmeriMex should encounter significant volumes of errored messages that prevent processing by AmeriMex within its systems, BellSouth will work with AmeriMex to determine the source of the errors and the appropriate resolution.
6. ODUF Specifications
  - 6.1 ODUF Message to be Transmitted
    - 6.1.1 The following messages recorded by BellSouth will be transmitted to AmeriMex:
      - 6.1.1.1 Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
      - 6.1.1.2 Measured local calls
      - 6.1.1.3 Directory Assistance messages
      - 6.1.1.4 IntraLATA Toll
      - 6.1.1.5 WATS and 800 Service

- 6.1.1.6 N11
- 6.1.1.7 Information Service Provider Messages
- 6.1.1.8 Operator Services Messages
- 6.1.1.9 Operator Services Message Attempted Calls
- 6.1.1.10 Credit/Cancel Records
- 6.1.1.11 Usage for Voice Mail Message Service
- 6.1.2 Rated 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 AmeriMex.
- 6.1.4 In the event that AmeriMex detects a duplicate on ODUF they receive from BellSouth, AmeriMex 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 AmeriMex via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT:Direct file delivery.
  - 6.2.2 If the customer is moved, CONNECT:Direct data circuits (private line or dial-up) will be required between BellSouth and AmeriMex for the purpose of data transmission. Where a dedicated line is required, AmeriMex will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. AmeriMex 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 AmeriMex'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 AmeriMex. Additionally, all message toll charges associated with the use of the dial circuit by AmeriMex will be the responsibility of AmeriMex. 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 AmeriMex end for the purpose of data transmission will be the responsibility of AmeriMex.

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

### 6.3 ODUF Packing Specifications

6.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

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

### 6.4 ODUF Pack Rejection

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

### 6.5 ODUF Control Data

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

### 6.6 ODUF Testing

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

the types of services AmeriMex requests on ODUF. These test calls are logged by AmeriMex, 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 AmeriMex, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to AmeriMex 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. AmeriMex 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 AmeriMex's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of AmeriMex will be the responsibility of AmeriMex. If, however, AmeriMex should encounter significant volumes of errored messages that prevent processing by AmeriMex within its systems, BellSouth will work with AmeriMex 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 AmeriMex:
      - 7.1.1.1 Customer usage data for flat rated local call originating from AmeriMex's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:
        - 7.1.1.1.1 Date of Call
        - 7.1.1.1.2 From Number
        - 7.1.1.1.3 To Number
        - 7.1.1.1.4 Connect Time



- 7.1.1.1.5 Conversation Time
- 7.1.1.1.6 Method of Recording
- 7.1.1.1.7 From RAO
- 7.1.1.1.8 Rate Class
- 7.1.1.1.9 Message Type
- 7.1.1.1.10 Billing Indicators
- 7.1.1.1.11 Bill to Number
- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to O DUF. Any duplicate messages detected will be deleted and not sent to AmeriMex.
- 7.1.3 In the event that AmeriMex detects a duplicate on EODUF they receive from BellSouth, AmeriMex 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 AmeriMex via Secure File Transfer Protocol (FTP). The EODUF messages will be intermingled among AmeriMex's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holiday. If BellSouth determines the Secure FTP mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT:Direct file delivery.
  - 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and AmeriMex for the purpose of data transmission. Where a dedicated line is required, AmeriMex will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. AmeriMex 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 AmeriMex. Additionally, all message toll charges associated with the use of the dial circuit by AmeriMex will be the responsibility of AmeriMex. 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

AmeriMex's end for the purpose of data transmission will be the responsibility of AmeriMex.

- 7.2.3 If AmeriMex utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of AmeriMex.
- 7.3 EODUF Packing Specifications
  - 7.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
  - 7.3.2 The OCN, From (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to AmeriMex which BellSouth RAO is sending the message. BellSouth and AmeriMex will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by AmeriMex and resend the data as appropriate.

Resale Discounts & Rates - Alabama

CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1		Exhibit: D			
						Rec	Nonrecurring		Nonrecurring Disconnect			SOME C	SOMAN	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 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							First	Add'l									
<b>APPLICABLE DISCOUNTS</b>																	
	Residence %					16.30											
	Business %					16.30											
	CSAs %					16.30											
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>																	
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.																	
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00								
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00								
<b>BRANDING - DIRECTORY ASSISTANCE</b>																	
	Branding																
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00										
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00										
	Unbranding via OLNS for Wholesale CLEC																
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00										
	Loading of DA per Switch per OCN					16.00	16.00										
<b>BRANDING - OPERATOR CALL PROCESSING</b>																	
	Branding																
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00										
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00										
	Unbranding via OLNS for Wholesale CLEC																
	Loading of OA per OCN (Regional)					1,200.00	1,200.00										
<b>ODUF/EDDUF SERVICES</b>																	
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																	
	ODUF: Recording, per message					0.00011											
	ODUF: Message Processing, per message					0.004101											
	ODUF: Message Processing, per Magnetic Tape provisioned					42.67											
	ODUF: Data Transmission (CONNECT-DIRECT), per message					0.000094											
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EDDUF)</b>																	
	EDDUF: Message Processing, per message					0.22											

Resale Discounts & 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: D	
						Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l			SOME C	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
<b>APPLICABLE DISCOUNTS</b>															
	Residence %					21.83									
	Business %					16.81									
	CSAs %					16.81									
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>															
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00						
<b>BRANDING - DIRECTORY ASSISTANCE</b>															
	Branding														
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00								
	Unbranding via OLNS for Wholesale CLEC														
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00								
	Loading of DA per Switch per OCN					16.00	16.00								
<b>BRANDING - OPERATOR CALL PROCESSING</b>															
	Branding														
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00								
	Unbranding via OLNS for Wholesale CLEC														
	Loading of OA per OCN (Regional)					1,200.00	1,200.00								
<b>ODUF/EODUF SERVICES</b>															
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>															
	ODUF: Recording, per message					0.0000071									
	ODUF: Message Processing, per message					0.002146									
	ODUF: Message Processing, per Magnetic Tape provisioned					35.91									
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375									
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>															
	EODUF: Message Processing, per message					0.060098									

Resale Discounts & Rates - Georgia										Attachment: 1		Exhibit: D																		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USDC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l																		
													Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)												
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN													
<b>APPLICABLE DISCOUNTS</b>																														
	Residence %					20.30																								
	Business %					17.30																								
	CSAs %					17.30																								
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>																														
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																														
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				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																					
<b>BRANDING - DIRECTORY ASSISTANCE</b>																														
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00																							
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00																							
	Unbranding via OLNS for Wholesale CLEC																													
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00																							
	Loading of DA per Switch per OCN					16.00	16.00																							
<b>BRANDING - OPERATOR CALL PROCESSING</b>																														
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00																							
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00																							
	Unbranding via OLNS for Wholesale CLEC																													
	Loading of OA per OCN (Regional)					1,200.00	1,200.00																							
<b>ODUF/EODUF SERVICES</b>																														
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																														
	ODUF: Recording, per message					0.0000088																								
	ODUF: Message Processing, per message					0.002167																								
	ODUF: Message Processing, per Magnetic Tape provisioned					36.06																								
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010856																								
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>																														
	EODUF: Message Processing, per message					0.227409																								

Resale Discounts & Rates - Kentucky										Attachment: 1		Exhibit: D			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
<b>APPLICABLE DISCOUNTS</b>															
	Residence %					16.78									
	Business %					15.54									
	CSAs %					15.54									
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>															
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEK	3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00						
<b>BRANDING - DIRECTORY ASSISTANCE</b>															
	Branding														
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00								
	Unbranding via OLNS for Wholesale CLEC														
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00								
	Loading of DA per Switch per OCN					16.00	16.00								
<b>BRANDING - OPERATOR CALL PROCESSING</b>															
	Branding														
	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								
	Unbranding via OLNS for Wholesale CLEC														
	Loading of OA per OCN (Regional)					1,200.00	1,200.00								
<b>ODUF/EODUF SERVICES</b>															
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>															
	ODUF: Recording, per message					0.0000138									
	ODUF: Message Processing, per message					0.002506									
	ODUF: Message Processing, per Magnetic Tape provisioned					35.50									
	ODUF: Data Transmission (CONNECT/DIRECT), per message					0.00010372									
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>															
	EODUF: Message Processing, per message					0.235889									

Resale Discounts & Rates - Louisiana										Attachment: 1		Exhibit: D			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>APPLICABLE DISCOUNTS</b>															
	Residence %					20.72									
	Business %					20.72									
	CSAs %					8.05									
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>															
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				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						
<b>BRANDING - DIRECTORY ASSISTANCE</b>															
	Branding														
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00								
	Unbranding via OLNS for Wholesale CLEC														
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00								
	Loading of DA per Switch per OCN					16.00	16.00								
<b>BRANDING - OPERATOR CALL PROCESSING</b>															
	Branding														
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00								
	Unbranding via OLNS for Wholesale CLEC														
	Loading of OA per OCN (Regional)					1,200.00	1,200.00								
<b>ODUF/EODUF SERVICES</b>															
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>															
	ODUF: Recording, per message					0.0000117									
	ODUF: Message Processing, per message					0.004841									
	ODUF: Message Processing, per Magnetic Tape provisioned					48.45									
	ODUF: Data Transmission (CONNECT/DIRECT), per message					0.00010568									
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>															
	EODUF: Message Processing, per message					0.250015									

Resale Discounts & Rates - Mississippi

CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1		Exhibit: 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	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)			
	First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
<b>APPLICABLE DISCOUNTS</b>															
	Residence %					15.75									
	Business %					15.75									
	CSAs %					15.75									
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>															
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a Interconnection contract established in each of the 9 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				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						
<b>BRANDING - DIRECTORY ASSISTANCE</b>															
	Branding														
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00								
	Unbranding via OLNS for Wholesale CLEC														
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00								
	Loading of DA per Switch per OCN					16.00	16.00								
<b>BRANDING - OPERATOR CALL PROCESSING</b>															
	Branding														
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00								
	Unbranding via OLNS for Wholesale CLEC														
	Loading of OA per OCN (Regional)					1,200.00	1,200.00								
<b>ODUF/EODUF SERVICES</b>															
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>															
	ODUF: Recording, per message					0.0000063									
	ODUF: Message Processing, per message					0.004707									
	ODUF: Message Processing, per Magnetic Tape provisioned					49.04									
	ODUF: Data Transmission (CONNECT/DIRECT), per message					0.00010669									
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>															
	EODUF: Message Processing, per message					0.250424									



Resale Discounts & Rates - North Carolina										Attachment: 1		Exhibit: D			
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
APPLICABLE DISCOUNTS															
	Residence %					21.50									
	Business %					17.60									
	CSAs %					17.60									
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"															
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00						
BRANDING - DIRECTORY ASSISTANCE															
	Branding														
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00								
	Unbranding via OLNS for Wholesale CLEC														
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00								
	Loading of DA per Switch per OCN					16.00	16.00								
BRANDING - OPERATOR CALL PROCESSING															
	Branding														
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shell/NAV per OCN					500.00	500.00								
	Unbranding via OLNS for Wholesale CLEC														
	Loading of OA per OCN (Regional)					1,200.00	1,200.00								
ODUF/EODUF SERVICES															
	OPTIONAL DAILY USAGE FILE (ODUF)														
	ODUF: Recording, per message					0.0033									
	ODUF: Message Processing, per message					0.0032									
	ODUF: Message Processing, per Magnetic Tape provisioned					54.61									
	ODUF: Data Transmission (CONNECT/DIRECT), per message					0.00004									
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)														
	EODUF: Message Processing, per message					0.2285406									

Resale Discounts & Rates - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1		Exhibit: 0		
						Rec	Nonrecurring		Nonrecurring Disconnect			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	
							First	Add'l	First							Add'l
APPLICABLE DISCOUNTS																
	Residence %					14.80										
	Business %					14.80										
	CSAs %					8.98										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00							
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00							
BRANDING - DIRECTORY ASSISTANCE																
Branding																
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00									
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00									
Unbranding via OLNS for Wholesale CLEC																
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00									
	Loading of DA per Switch per OCN					16.00	16.00									
BRANDING - OPERATOR CALL PROCESSING																
Branding																
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00									
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00									
Unbranding via OLNS for Wholesale CLEC																
	Loading of OA per OCN (Regional)					1,200.00	1,200.00									
ODUF/EODUF SERVICES																
OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.0000216										
	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					0.256301										

Resale Discounts & Rates - Tennessee											Attachment: 1		Exhibit: D		
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
						Rec	Nonrecurring First	Add'l	Nonrecurring First						
<b>APPLICABLE DISCOUNTS</b>															
	Residence %					16.00									
	Business %					16.00									
	CSAs %					16.00									
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>															
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00						
<b>BRANDING - DIRECTORY ASSISTANCE</b>															
<b>Branding</b>															
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00	7.03	7.03			20.35	10.54	13.32	1.40
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00					20.35	10.54		
<b>Unbranding via OLNS for Wholesale CLEC</b>															
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00					20.35	10.54		
	Loading of DA per Switch per OCN					16.00	16.00					20.35	10.54		
<b>BRANDING - OPERATOR CALL PROCESSING</b>															
<b>Branding</b>															
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00					19.99	19.99	19.99	19.99
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00					19.99	19.99		
<b>Unbranding via OLNS for Wholesale CLEC</b>															
	Loading of OA per OCN (Regional)					1,200.00	1,200.00					19.99	19.99		
<b>ODUF/EODUF SERVICES</b>															
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>															
	ODUF: Recording, per message					0.000044									
	ODUF: Message Processing, per message					0.002446									
	ODUF: Message Processing, per Magnetic Tape provisioned					35.54									
	ODUF: Data Transmission (CONNECT/DIRECT), per message					0.000339									
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>															
	EODUF: Message Processing, per message					0.229779									

**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 AmeriMex under this Agreement. BellSouth will format all bills in CABS Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format may change in accordance with applicable industry standards.

1.1.1 For any service(s) BellSouth receives from AmeriMex, AmeriMex 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 AmeriMex'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 AmeriMex in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.

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

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

1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, AmeriMex 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 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), if applicable, Access Customer Name and Abbreviation (ACNA), if applicable, Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, AmeriMex may not order services under a new account established in accordance with this Section 1.2 until thirty (30) days after all information specified in this Section 1.2 is received from AmeriMex.

- 1.2.1 Company Identifiers. If AmeriMex needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively "Company Identifiers") under which it operates when AmeriMex has already been conducting business utilizing those Company Identifiers, AmeriMex shall pay all charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. Such charges include, but are not limited to, all time required to make system updates to all of AmeriMex's End User records and any other changes to BellSouth systems or AmeriMex records, and will be handled in a separately negotiated agreement.
- 1.2.2 Tax Exemption. It is the responsibility of AmeriMex to provide BellSouth with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual AmeriMex entity purchasing Services under this Agreement. Upon BellSouth's receipt of a properly completed tax exemption certificate, subsequent billings to AmeriMex will not include those taxes or fees from which AmeriMex is exempt. Prior to receipt of a properly completed exemption certificate, BellSouth shall bill, and AmeriMex shall pay all applicable taxes and fees. In the event that AmeriMex 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 AmeriMex 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 AmeriMex and at AmeriMex's sole expense, pursue such refund claim on behalf of AmeriMex, provided that AmeriMex 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 AmeriMex. AmeriMex shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by AmeriMex to its End Users.

- 1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon BellSouth's request, AmeriMex shall complete the BellSouth Credit Profile (BellSouth form) and provide information to BellSouth regarding AmeriMex's credit and financial condition. Based on BellSouth's analysis, which analysis shall be performed in a commercially reasonable manner, of the BellSouth Credit Profile and other relevant information regarding AmeriMex's credit and financial condition, BellSouth reserves the right to require AmeriMex to provide BellSouth with a suitable form of security deposit for AmeriMex's account(s). If, in BellSouth's reasonable business judgment, circumstances so warrant and/or AmeriMex's gross monthly billing has increased significantly, BellSouth reserves the right to request additional security (or to require a security deposit if none was previously requested) or to refund any deposit plus accrued interest on a cash deposit if AmeriMex is no longer considered a deposit customer pursuant to Section 1.3.2. In determining an adverse material change, BellSouth may evaluate factors such as payment history with suppliers, bank relationships, audited financial statement ratios, years in business, management history, number of liens, suits or judgments and pay history with BellSouth. Such adverse material changes may not be measured based upon changes that alone would not be deemed material.
- 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 AmeriMex. Any such security deposit shall in no way release AmeriMex from its obligation to make complete and timely payments of its bill(s). If BellSouth requires AmeriMex to provide a security deposit, AmeriMex shall provide such security deposit prior to the inauguration of service or within thirty (30) days of BellSouth's request, as applicable. Deposit request notices will be sent to AmeriMex via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in BellSouth's General Subscriber Services Tariff (GSST).
- 1.3.2 If AmeriMex establishes a consecutive twelve (12) month prompt payment history and then requests BellSouth to review AmeriMex's credit risk status which indicates that AmeriMex is no longer a credit risk based on factors such as payment history with suppliers, bank relationships, audited financial statement ratios, years in business, management history, number of liens, suits or judgments and pay history with BellSouth, or if this Agreement is terminated, the deposit, plus accrued interest to a cash deposit, if applicable, will be applied to AmeriMex's account. Notwithstanding the foregoing, in the event that BellSouth is holding a security deposit under this Agreement at the time the Parties enter into a Subsequent Agreement containing a provision for payment of deposits, BellSouth may continue to hold the deposit in accordance with such terms in the Subsequent Agreement.



- 1.3.3 Security deposits collected under this Section 1.3 shall not exceed two (2) months' estimated billing. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if AmeriMex 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 AmeriMex 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, AmeriMex and BellSouth shall agree on a level of estimated billings based on all relevant information.
- 1.3.4 In the event AmeriMex 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 AmeriMex 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 AmeriMex's final bill for its account(s).
- 1.3.4.1 At least seven (7) days prior to the expiration of any letter of credit provided by AmeriMex as security under this Agreement, AmeriMex shall renew such letter of credit or provide BellSouth with evidence that AmeriMex has obtained a suitable replacement for the letter of credit. If AmeriMex fails to comply with the foregoing, BellSouth shall thereafter be authorized to draw down the full amount of such letter of credit and utilize the cash proceeds as security for AmeriMex accounts(s). If AmeriMex provides a security deposit or additional security deposit in the form of a surety bond as required herein, AmeriMex shall renew the surety bond or provide BellSouth with evidence that AmeriMex has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If AmeriMex fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for AmeriMex's account(s). If the credit rating of any bonding company that has provided AmeriMex with a surety bond provided as security hereunder has fallen below B, BellSouth will provide written notice to AmeriMex that AmeriMex must provide a replacement bond or other suitable security within fifteen (15) days of BellSouth's written notice. If AmeriMex fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for AmeriMex's account(s). Notwithstanding anything contained in this Agreement to the contrary, BellSouth shall be authorized to draw down the full amount of any letter of credit or take action on any surety bond provided by AmeriMex as security hereunder if AmeriMex defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.
- 1.4 Payment Responsibility. Payment of all charges will be the responsibility of AmeriMex. AmeriMex shall pay invoices by utilizing wire transfer services or

automatic clearing house services. AmeriMex shall make payment to BellSouth for all services billed including disputed amounts. BellSouth will not become involved in billing disputes that may arise between AmeriMex and AmeriMex's End User.

1.4.1 Payment Due. Payment of undisputed charges for services provided by BellSouth, is due on or before the next bill date, i.e., the same date in the following month as the 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 AmeriMex'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 the billing Party on or before the payment due date as set forth preceding, or if any portion of the payment is received by the billing Party in funds that are not immediately available to the billing Party, then a late payment and/or interest charge shall be due to the billing Party. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as provided herein by the billing Party. BellSouth shall assess late payment and/or interest charges as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, or pursuant to the applicable state law as determined by BellSouth. AmeriMex shall assess late payment charges at the higher of (i) one and one-half percent (1 ½ %) per month or (ii) the highest interest allowed by law. In addition to any applicable late payment and/or interest charges, the billed Party may be charged a fee for all returned checks at the rate set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.

1.5 Discontinuing Service to AmeriMex. The procedures for discontinuing service to AmeriMex are as follows:

- 1.5.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:
- 1.5.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.
- 1.5.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's End Users or customers. Additionally, at the time of Discontinuance, BellSouth will remove any Local Service Freezes in place on the billed Party's End Users.
- 1.5.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.
- 1.5.2 BellSouth reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by AmeriMex of the rules and regulations of BellSouth's tariffs.
- 1.5.3 Suspension. If payment of undisputed amounts due as described herein is not received by the bill date in the month after the original bill date, i.e., the same date in the following month as the bill date, or as required in Section 1.3 in the case of security deposits, BellSouth will provide written notice to AmeriMex that services will be Suspended if payment of such undisputed amounts, and all other undisputed amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above, or in the case of a security deposit request, in the manner set forth in Section 1.3.1: (1) within seven (7) days following such notice for CABS billed services; (2) within fifteen (15) days following such notice for CRIS and IBS billed services; and (3) within seven (7) days following such notice for security deposit requests in accordance with Notices Section of the General Terms and Conditions.
- 1.5.3.1 The Suspension notice shall also provide that all past due undisputed 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 undisputed charges for CABS billed Services, and all other undisputed 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 undisputed 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 AmeriMex if payment of such undisputed amounts, and all other undisputed amounts that become past due before Discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above or in the case of a deposit in accordance with Section 1.3.1, within thirty (30) days following such written notice; provided, however, that BellSouth may provide written notice that such existing services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.5.
- 1.5.5 BellSouth may take the action to Discontinue the provision of existing service upon fifteen (15) days from the day after BellSouth provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) AmeriMex 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 AmeriMex within (7) business days of the bill date(s), verifiable by records maintained by BellSouth:
    - i. in paper or CDROM form via the United States Postal Service (USPS), or
    - ii. in magnetic tape form via overnight delivery, or
    - iii. via electronic transmission; or
  - (2) BellSouth has sent the subject bill(s) to AmeriMex, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.
- 1.5.6 In the case of Discontinuance of services, all undisputed past due billed charges, as well as applicable disconnect charges, shall become due.
- 1.5.7 AmeriMex is solely responsible for notifying the End User of the Discontinuance of service in accordance with Commission rules. If, within seven (7) days after AmeriMex's services have been Discontinued, AmeriMex pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of the GSST, then BellSouth will reestablish service for AmeriMex.

- 1.5.7.1 Termination. If within seven (7) days after AmeriMex's service has been Discontinued and AmeriMex has failed to pay all past due charges as described above, then AmeriMex's service will be Terminated.
- 1.6 Notices. Notwithstanding anything to the contrary in this Agreement, notices regarding billing matters, disconnection of services for nonpayment of charges, and rejection of additional orders from AmeriMex, shall be forwarded to the individual and/or address identified in the Notice provision of the General Terms and Conditions of this Agreement. The notice of discontinuance of services purchased by AmeriMex under this Agreement provided for in Section 1.5.4 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

## 2. **BILLING DISPUTES**

- 2.1 The Parties shall electronically submit all billing disputes to each other utilizing email or other mutually agreed upon electronic method. The Parties will utilize BellSouth's RF-1461 form or another mutually agreed upon format. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. Within ten (10) business days of the billing Party's denial, or partial denial, of the billing dispute, if the billed Party is not satisfied with the billing Party's resolution of the billing dispute or if no response to the billing dispute has been received by the billed Party by such sixtieth (60<sup>th</sup>) day, the billed Party shall pursue the escalation process as outlined below.
- 2.1.1 If the billed Party has not received resolution of a billing dispute within sixty (60) days of the notification date, the billed Party will contact the billing Party's designated first level of escalation. That first level of escalation will commit to resolve the dispute within a mutually agreed upon interval.
- 2.2 If the billed party receives a billing dispute resolution and is not satisfied with the billing party's dispute resolution, the billed party will initially contact the billing party's representative who prepared the dispute response. After review of dispute with that representative, if the billed party elects to pursue the dispute, they must utilize the escalation levels as provided by the billing party. For Bellsouth the escalation levels are in the billing dispute escalation matrix, set forth on Bellsouth's interconnection services web site. For AmeriMex the escalation will be to the next highest level of management up to the chief financial officer. The billed party will escalate disputes within ten (10) business days of denial or partial denial by the billing party.
- 2.2.1 At each level of escalation, the billing party's designated escalation contact will commit to respond to the billed party's escalation within a mutually agreeable interval. If that commitment is not met, or if the response from that level of escalation does not satisfy the billed party, if the billed party elects to pursue the dispute, they must escalate within ten (10) business days to the billing party's next highest level of escalation. If the billed party does not elect to pursue the dispute

by utilizing the escalation process, the billing party's resolution will be considered as accepted by the billed party and the dispute will be closed.

- 2.2.2 If after escalation, the parties are unable to reach resolution, then the aggrieved party, if it elects to pursue the dispute shall pursue the dispute resolution process in the general terms and conditions of this agreement.
- 2.3 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 of a specific amount of money actually billed by BellSouth. The billing dispute must be clearly explained by AmeriMex and supported by written documentation, which clearly shows the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows the basis for disputing charges shall be within BellSouth's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by BellSouth. Claims by AmeriMex 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 AmeriMex, any credits and interest due to AmeriMex as a result thereof shall be applied to AmeriMex's account by BellSouth upon resolution of the billing dispute.

### **3. REVENUE ACCOUNTING OFFICE (RAO) HOSTING**

- 3.1 Centralized Message Distribution System (CMDS) is a national message exchange system administered by Telcordia Technologies ("Telcordia") used to transmit alternately billed calls (e.g., credit card, third number and collect) from the Earning Company, as defined herein, to the Billing Company, as defined herein, to permit the Earning Company and the Billing Company to receive appropriate compensation. It is also used to transmit access records from one company to another.
- 3.2 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the CMDS Data Center and may act as host companies ("Host") for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center ("Indirect Participants").
- 3.3 Revenue Accounting Office (RAO) Hosting is a hosting relationship where an Indirect Participant sends and receives CMDS eligible messages to and from its Host, who then interfaces, on behalf of the Indirect Participant, with other Direct Participants for distribution and collection of these messages. RAO Hosting also includes the Direct Participant's provision of revenue settlements functions (compensation) for alternately billed calls based upon reports generated by Credit Card and Third Number Settlement (CATS) and Non-InterCompany Settlement (NICS) as described herein. CATS and NICS are collectively referred to as Intercompany Settlements.

- 3.4 The CATS System is a national system administered by Telcordia, used to settle revenues for calls that are sent from one CMDS Direct Participant to another for billing. CATS applies to calls that originate within one Regional Bell Operating Company's (RBOC) territory, as defined at Divestiture, and bill in another RBOC's territory. CATS calculates the amounts due to Earning Companies (i.e. billed revenue less the billing and collection fee). For alternately billed calls, the originating company, whose facilities are used to place the call, is the Earning Company and the company that puts the charges on the End User's bill is the Billing Company
- 3.5 The Non-InterCompany Settlement (NICS) System is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two 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.
- 3.6 RAO Hosting, CATS and NICS services provided to AmeriMex 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.
- 3.7 AmeriMex shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.8 Charges or credits, as applicable, will be applied by BellSouth to AmeriMex on a monthly basis in arrears. Amounts due (excluding adjustments) are due on or before the next bill date.
- 3.9 AmeriMex must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, AmeriMex must request that BellSouth establish a unique hosted RAO code for AmeriMex. 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.
- 3.10 BellSouth will receive messages from AmeriMex that are to be processed by BellSouth, another Local Exchange Carrier (LEC) in the BellSouth region or a LEC outside the BellSouth region. AmeriMex shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 3.11 BellSouth will perform invoice sequence checking, standard Exchange Message Interface (EMI) format editing, and balancing of message data with the EMI trailer record counts on all data received from AmeriMex.

- 3.4 The CATS System is a national system administered by Telcordia, used to settle revenues for calls that are sent from one CMDS Direct Participant to another for billing. CATS applies to calls that originate within one Regional Bell Operating Company's (RBOC) territory, as defined at Divestiture, and bill in another RBOC's territory. CATS calculates the amounts due to Earning Companies (i.e. billed revenue less the billing and collection fee). For alternately billed calls, the originating company, whose facilities are used to place the call, is the Earning Company and the company that puts the charges on the End User's bill is the Billing Company
- 3.5 The Non-InterCompany Settlement (NICS) System is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two 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.
- 3.6 RAO Hosting, CATS and NICS services provided to AmeriMex 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.
- 3.7 AmeriMex shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.8 Charges or credits, as applicable, will be applied by BellSouth to AmeriMex on a monthly basis in arrears. Amounts due (excluding adjustments) are due on or before the next bill date.
- 3.9 AmeriMex must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, AmeriMex must request that BellSouth establish a unique hosted RAO code for AmeriMex. 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.
- 3.10 BellSouth will receive messages from AmeriMex that are to be processed by BellSouth, another Local Exchange Carrier (LEC) in the BellSouth region or a LEC outside the BellSouth region. AmeriMex shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 3.11 BellSouth will perform invoice sequence checking, standard Exchange Message Interface (EMI) format editing, and balancing of message data with the EMI trailer record counts on all data received from AmeriMex.



- 3.12 All data received from AmeriMex 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.
- 3.13 All data received from AmeriMex 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.
- 3.14 BellSouth will receive messages from the CMDS network that are destined to be processed by AmeriMex and will forward them to AmeriMex on a daily basis for processing.
- 3.15 Transmission of message data between BellSouth and AmeriMex will be distributed via Secure File Transfer Protocol (FTP) mailbox. 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. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move AmeriMex to CONNECT:Direct file delivery.
- 3.15.1 If AmeriMex is moved to CONNECT:Direct, data circuits (private line or dial-up) may be required between BellSouth and AmeriMex for the purpose of data transmission. Where a dedicated line is required, AmeriMex will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. AmeriMex 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 AmeriMex. Additionally, all message toll charges associated with the use of the dial circuit by AmeriMex will be the responsibility of AmeriMex. 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 AmeriMex end for the purpose of data transmission will be the responsibility of AmeriMex.
- 3.15.2 If AmeriMex utilizes Secure File Transfer Protocol for data file transmission, purchase of the Secure File Transfer Protocol software will be the responsibility of AmeriMex.
- 3.16 All messages and related data exchanged between BellSouth and AmeriMex will be EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.

- 3.17 AmeriMex 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.
- 3.18 Should it become necessary for AmeriMex to send data to BellSouth more than sixty (60) days past the message date(s), AmeriMex will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or AmeriMex, where necessary, to notify all affected LECs.
- 3.19 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.
- 3.20 Should an error be detected by the EMI format edits performed by BellSouth on data received from AmeriMex, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify AmeriMex of the error. AmeriMex 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, AmeriMex will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.21 In association with message distribution service, BellSouth will provide AmeriMex with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.22 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.
- 3.23 Intercompany Settlements Messages
- 3.23.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by AmeriMex as a facilities based provider of local exchange telecommunications services.
- 3.23.2 BellSouth will receive the monthly NICS and CATS reports from Telcordia on behalf of AmeriMex and will distribute copies of these reports to AmeriMex on a monthly basis.
- 3.23.3 Through CATS, BellSouth will collect the revenue earned by AmeriMex from the RBOC in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of AmeriMex. BellSouth will remit the revenue billed by AmeriMex to the RBOC in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of AmeriMex. These two amounts will be netted together by

BellSouth and the resulting charge or credit issued to AmeriMex via a Carrier Access Billing System (CABS) miscellaneous bill on a monthly basis in arrears.

3.23.4 Through NICS, BellSouth will collect the revenue earned by AmeriMex within the BellSouth territory from another LEC 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 AmeriMex. BellSouth will remit the revenue billed by AmeriMex 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 amounts will be netted together by BellSouth and the resulting charge or credit issued to AmeriMex via a CABS miscellaneous bill on a monthly basis in arrears.

3.23.5 BellSouth and AmeriMex 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 AmeriMex, BellSouth will provide the Optional Daily Usage File (ODUF) Services to AmeriMex pursuant to the terms and conditions set forth in this section.

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

4.3 The ODUF feed provides AmeriMex messages, associated with Wholesale Switch Port Services and Wholesale Local Platform Services that AmeriMex has purchased from BellSouth that were carried over the BellSouth network and processed by BellSouth for AmeriMex.

4.4 Charges for the ODUF Service will appear on AmeriMex's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit A.

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

#### 4.7 ODUF Specifications

4.7.1 ODUF Messages to be Transmitted.

- 5.6.5 In the event that AmeriMex detects a duplicate on ADUF they receive from BellSouth, AmeriMex will drop the duplicate message and will not return the duplicate to BellSouth.
- 5.7 ADUF Physical File Characteristics
- 5.7.1 ADUF will be distributed to AmeriMex via Secure FTP Mailbox. The ADUF feed will be a fixed block format. The data on the ADUF feed will be in a non-compacted EMI format (210 bytes). 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 AmeriMex to CONNECT:Direct file delivery.
- 5.7.2 If the AmeriMex is moved to CONNECT:Direct, data circuits (private line or dial-up) will be required between BellSouth and AmeriMex for the purpose of data transmission. Where a dedicated line is required, AmeriMex will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. AmeriMex 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 AmeriMex'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 AmeriMex. Additionally, all message toll charges associated with the use of the dial circuit by AmeriMex will be the responsibility of AmeriMex. 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 AmeriMex's end for the purpose of data transmission will be the responsibility of AmeriMex.
- 5.7.2.1 If AmeriMex utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of AmeriMex.
- 5.7.3 ADUF Packing Specifications
- 5.7.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one (1) message record or a maximum of 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.
- 5.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to AmeriMex which BellSouth RAO is sending the message. BellSouth and AmeriMex will use the invoice sequencing to

control data exchange. AmeriMex will notify BellSouth of sequence failures identified by AmeriMex and BellSouth will resend the data as appropriate.

- 5.7.4 ADUF Pack Rejection. AmeriMex 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. AmeriMex will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to AmeriMex by BellSouth.
- 5.7.5 ADUF Control Data. AmeriMex will send one (1) confirmation record per pack that is received from BellSouth. This confirmation record will indicate AmeriMex'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 AmeriMex for reasons stated in the above section.
- 5.7.6 ADUF Testing. Upon request from AmeriMex, BellSouth shall send a test file of generic data to AmeriMex 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. Rates for ODUF, ADUF and CMDS**

- 6.1 For ODUF, ADUF and CMDS, rates are as set forth in Exhibit A.

CMDS - Alabama														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-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OBS Rates(\$)											
													Rec	Nonrecuring		Nonrecuring Disconnect		SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
														First	Add'l	First	Add'l							
CMDS	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																							
	CMDS: Message Processing, per message					0.004																		
	CMDS: Data Transmission (CONNECT Direct), per message					0.001																		
ODUF/ADUF/CMDS	ACCESS DAILY USAGE FILE (ADUF)																							
	ADUF: Message Processing, per message					0.007037																		
	ADUF: Data Transmission (CONNECT DIRECT), per message					0.000113																		
	OPTIONAL DAILY USAGE FILE (ODUF)																							
	ODUF: Recording, per message					0.000011																		
	ODUF: Message Processing, per message					0.004101																		
	ODUF: Message Processing, per Message, Tare provisioned					42.67																		
	ODUF: Data Transmission (CONNECT DIRECT), per message					0.000094																		

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.

CMDS - Florida										Attachment: 7		Exhibit: A				
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-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CMDS	<b>CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)</b>															
	CMDS: Message Processing, per message					0.004										
	CMDS: Data Transmission (CONNECT Direct), per message					0.001										
ODUF/ADUF/CMDS	<b>ACCESS DAILY USAGE FILE (ADUF)</b>															
	ADUF: Message Processing, per message					0.931656										
	ADUF: Data Transmission (CONNECT DIRECT), per message					0.9001245										
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>															
	ODUF: Recording, per message					0.0010771										
	ODUF: Message Processing, per message					0.092146										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.81										
	ODUF: Data Transmission (CONNECT DIRECT), per message					0.00010375										

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.

CMDS - Georgia											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-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMECC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l							
CMDS	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																						
	CMDS: Message Processing, per message					0.004																	
	CMDS: Data Transmission (CONNECT Direct), per message					0.191																	
ODUF/ADUF/ICMDS	ACCESS DAILY USAGE FILE (ADUF)																						
	ADUF: Message Processing, per message					0.001713																	
	ADUF: Data Transmission (CONNECT DIRECT), per message					0.0013027																	
	OPTIONAL DAILY USAGE FILE (ODUF)																						
	ODUF: Recording, per message					0.009066																	
	ODUF: Message Processing, per message					0.002167																	
	ODUF: Message Processing, per Magnetic Tape provisioned					36.00																	
	ODUF: Data Transmission (CONNECT DIRECT), per message					0.00310856																	

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.



CMDS - Kentucky										Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS	Inter	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
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
CMDS	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT Direct), per message					0.001									
DDUF/ADUF/CMDS	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message					0.001857									
	ADUF: Data Transmission (CONNECT DIRECT), per message					0.00012447									
	OPTIONAL DAILY USAGE FILE (ODUF)														
	ODUF: Recording, per message					0.0050136									
	ODUF: Message Processing, per message					0.012506									
	ODUF: Message Processing, per Magnetic Tape provisioned					35.90									
	ODUF: Data Transmission (CONNECT DIRECT), per message					0.00010372									

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.

CMDS - Louisiana										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-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
CMDS	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT Direct), per message					0.601									
ODUF/ADUF/CMDS	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message					0.007963									
	ADUF: Data Transmission (CONNECT DIRECT), per message					0.00012681									
	OPTIONAL DAILY USAGE FILE (ODUF)														
	ODUF: Recording, per message					0.0000117									
	ODUF: Message Processing, per message					0.0000041									
	ODUF: Message Processing, per Magnetic Tape, provisioned					48.45									
	ODUF: Data Transmission (CONNECT DIRECT), per message					0.00010366									

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.

CMDS - Mississippi										Attachment: 7		Exhibit: A				
CATEGORY	RATE ELEMENTS	Intrm	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec.	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CMDS	<b>CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)</b>															
	CMDS: Message Processing, per message					0.004										
	CMDS: Data Transmission (CONNECT DIRECT), per message					0.001										
ODUF/ADUF/CMDS	<b>ACCESS DAILY USAGE FILE (ADUF)</b>															
	ADUF: Message Processing, per message					0.002087										
	ADUF: Data Transmission (CONNECT DIRECT), per message					0.00012903										
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>															
	ODUF: Recording, per message					0.0000063										
	ODUF: Message Processing, per message					0.004707										
	ODUF: Message Processing, per Magnetic Tape provisioned					48.04										
	ODUF: Data Transmission (CONNECT DIRECT), per message					0.00010659										

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.

CMDS - North Carolina										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-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
							Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
<b>CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)</b>																
	CMDS: Message Processing, per message					0.004										
	CMDS: Data Transmission (CONNECT Direct), per message					0.01										
<b>ADUFI/ADUF/CMDS</b>																
<b>ACCESS DAILY USAGE FILE (ADUF)</b>																
	ADUF: Message Processing, per message					0.01135										
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.0001277										
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																
	ODUF: Recording, per message					0.0003										
	ODUF: Message Processing, per message					0.0032										
	ODUF: Message Processing, per Magnetic Tape processing					51.61										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00001										

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.

CMDS - South Carolina										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-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
<b>CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)</b>															
	CMDS: Message Processing, per message						0.004								
	CMDS: Data Transmission (CONNECT-Direct), per message						0.001								
<b>ODUF/ADUF/CMDS</b>															
<b>ACCESS DAILY USAGE FILE (ADUF)</b>															
	ADUF: Message Processing, per message						0.008061								
	ADUF: Data Transmission (CONNECT-DIRECT), per message						0.00013036								
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>															
	ODUF: Recording, per message						0.0000216								
	ODUF: Message Processing, per message						0.004794								
	ODUF: Message Processing, per Magnetic Tape provisioned						48.87								
	ODUF: Data Transmission (CONNECT-DIRECT), per message						0.00010963								

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.

CMDS - 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- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First						
<b>CMDS</b>															
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT Direct), per message					0.001									
<b>ODUF/ADUF/CMDS</b>															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message					0.0158054									
	ADUF: Data Transmission (CONNECT DIRECT), per message					0.0001387									
	OPTIONAL DAILY USAGE FILE (ODUF)														
	ODUF: Recording, per message					0.000044									
	ODUF: Message Processing, per message					0.0027366									
	ODUF: Message Processing, per Magnetic Tape provisioned					52.75									
	ODUF: Data Transmission (CONNECT DIRECT), per message					0.0000336									

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.

# EXHIBIT B

AT&T Wholesale  
Four AT&T Plaza  
9<sup>th</sup> Floor  
311 S. Akard  
Dallas, TX 75202



September 13, 2010

VIA UPS, Tracking Number 1Z4AF1020191291578  
Stephen D. Klein  
American Dial Tone, Inc. f/k/a Ganoco, Inc.  
2323 Curlew Road  
Suite 7C  
Dunedin, FL 34698

VIA UPS, Tracking Number 1Z4AF1020194520387  
Thomas Biddix  
Director  
American Dial Tone, Inc. f/k/a Ganoco, Inc.  
6905 N. Wickham Road  
Suite 403  
Melbourne, FL 32940

VIA UPS, Tracking Number 1Z4AF1020190625996  
Edward Heard  
General Manager  
LifeConnex Telecom, LLC  
13700 Perdido Key Drive, Suite 222  
Perdido Key, FL 32507

VIA UPS, Tracking Number 1Z4AF1020191912405  
Thomas Biddix  
Manager  
LifeConnex Telecom, LLC  
6905 N. Wickham Road  
Suite 403  
Melbourne, FL 32940

**RE: SUSPENSION AND DISCONNECTION NOTICE TO AMERICAN DIAL TONE, INC.**

Dear Sirs:

AT&T Florida hereby provides notice that it will suspend order processing for American Dial Tone, Inc. f/k/a Ganoco, Inc. ("American Dial Tone") on September 29, 2010 and disconnect American Dial Tone's services on October 14, 2010.

In a flagrant attempt to help its affiliate, LifeConnex Telecom, LLC ("LifeConnex"), evade compliance with an order entered by the Florida Public Service Commission (the "Commission"), American Dial Tone is improperly cross-class selling residential services in violation of its interconnection agreement with AT&T Florida. Collectively, the actions of American Dial Tone and LifeConnex violate state law, federal law, and AT&T Florida's General Subscriber Services Tariff ("Tariff") as incorporated into the parties' interconnection agreements. AT&T Florida therefore has the right to refuse service to American Dial Tone.

- ***The arrangement is a blatant attempt to circumvent lawful directives of the Florida Public Service Commission.***

As you know, LifeConnex owes AT&T Florida a substantial past-due and unpaid balance for telecommunications services AT&T Florida provided it for resale under the applicable interconnection agreement. As a result of this past-due and unpaid balance, in June 2010, AT&T Florida notified LifeConnex that if all unpaid balances were not paid, LifeConnex would be disconnected. In response, LifeConnex filed a Request for Emergency Relief asking that the Commission prohibit AT&T Florida from suspending, discontinuing or terminating LifeConnex's service in Florida.



The Commission entered an Order requiring LifeConnex to post a \$1.4 million bond and to comply with the terms of the parties' interconnection agreement by paying all amounts billed by AT&T Florida (whether disputed or not) on a going-forward basis. LifeConnex failed to comply with the Commission's Order and was subsequently disconnected by AT&T Florida on August 9, 2010.

Prior to disconnection and pursuant to the Commission's order, LifeConnex advised its customers, via letter dated July 26, that their local telephone service would not be available after August 6, 2010 due to "a billing dispute between LifeConnex and its wholesale supplier." The very next day, however, LifeConnex advised its customers, via a different letter, that it was "able to resolve the situation", nothing would change on their account and the subscriber was required to take "NO ACTION".

After investigating the matter, AT&T Florida has learned that LifeConnex's "wholesale supplier" is American Dial Tone, but that American Dial Tone is classifying this service as residential service when it places its orders with AT&T Florida. American Dial Tone, therefore, is ordering residential service for resale pursuant to its interconnection agreement with AT&T Florida. Instead of reselling that residential service to residential end users, however, American Dial Tone is improperly offering that residential service to an affiliated business entity that does not even purport to be the end user of the service.<sup>1</sup>

- ***The FCC and the Florida Commission have authorized restrictions on cross-class selling.***

In its *Local Competition Order*, the Federal Communications Commission ("FCC") held that pursuant to Section 251(c)(4) of the federal Act, state commissions have the authority to prevent resellers from reselling wholesale-priced residential services to business customers. See *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, 11 FCC Rcd 15499, First Report and Order (August 8, 1996) at Paragraph 962 ("We conclude that section 251(c)(4)(B) permits states to prohibit resellers from selling residential services to customers ineligible to subscribe to such services from the incumbent LEC. For example, this would prevent resellers from reselling wholesale-priced residential services to business customers."). See also 47 C.F.R. §51.613(a)(1) ("A state commission may permit an incumbent LEC to prohibit a requesting telecommunications carrier that purchases at wholesale rates for resale, telecommunications services that the incumbent LEC makes available only to residential customers or to a limited class of residential customers, from offering such services to classes of customers that are not eligible to subscribe to such services from the incumbent LEC.").

Consistent with these FCC decisions, the Florida Commission has ordered that a cross-class selling prohibition is valid. *In re: Petitions by AT&T Communications of the Southern States, Inc., MCI Telecommunications Corp., 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*, Docket Nos. 960833-TP, 960846-TP, 960916-TP, Order No. PSC-96-1579-FOF-TP (Issued December 31, 1996) at 60 the Commission ruled:

Upon consideration, we believe that certain cross-class selling restrictions are appropriate. In particular, we find appropriate restrictions that would limit resale of...residential services... to end users who are eligible to purchase such service directly from BellSouth. Thus, based on the evidence and arguments presented, we find that no restrictions on the resale of services shall be

---

<sup>1</sup> If American Dial Tone is not LifeConnex's "wholesale supplier", AT&T Florida is concerned that LifeConnex and American Dial Tone may have conspired to "slam" LifeConnex's customers and secretly transfer these customers to American Dial Tone without authorization in direct violation of Florida Commission Rule 25-4.118 and Section 6.2 of Attachment 1 (Resale) of the parties' interconnection agreement through which American Dial Tone certified that it will have end user authorization before placing an order with AT&T Florida.

allowed, except for restrictions applicable to the resale of...residential services... to end users who are eligible to purchase such service directly from BellSouth.<sup>2</sup>

- **American Dial Tone's interconnection agreement with AT&T Florida contains valid cross-class selling restrictions.**

The Commission-approved interconnection agreement between AT&T Florida and American Dial Tone provides that AT&T Florida will make telecommunications services available to American Dial Tone for resale "subject to effective and applicable FCC and Commission rules and orders . . . ." See ICA, Attachment 1 (Resale), §3.1, and it specifically states that the "resale of telecommunications services shall be **limited to users and uses conforming to the class of service restrictions.**" See ICA, Attachment 1 (Resale), § 4.1.1 (emphasis added). American Dial Tone, therefore, cannot "purchase at wholesale rates for resale, telecommunications services that [AT&T Florida] makes available only to residential customers" and then "offer such services to classes of customers that are not eligible to subscribe to such services from [AT&T Florida]." See 47 C.F.R. §51.613(a)(1). Because a business entity like LifeConnex is not eligible to subscribe to residential services from AT&T Florida, American Dial Tone cannot purchase residential services from AT&T at wholesale rates for resale and then offer those services to LifeConnex.

Additionally, the interconnection agreement provides that "[r]esold services can only be used in the same manner as specified in [AT&T Florida]'s Tariffs" and that resold services "are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of [AT&T Florida] in the appropriate section of [AT&T Florida]'s Tariffs." See ICA, Attachment 1, § 4.2. AT&T Florida's Tariff, in turn, provides that "[t]elephone equipment, facilities, and service are furnished to the subscriber for use by the subscriber" and "[t]he subscriber's service may be shared with, but not resold to, the following individuals as authorized by the subscriber for that specific service..." See Tariff §A2.2.1A.<sup>3</sup> Moreover, "[i]n general, basic local exchange service as set forth in Section A2 of this Tariff is furnished for the exclusive use of the subscriber, employees, agents, representatives, or members of the subscriber's domestic establishment," and "[r]esale of local exchange service is permitted only under specific conditions as described in this Tariff." See Tariff §A23.1.1.A. Those "specific conditions" provide that "[r]esale is permitted where facilities permit and within the confines of specifically identified continuous property areas under the control of a single owner or management unit," *id.* §A23.1.2.B, a condition which clearly is not met when American Dial Tone purchases residential services from AT&T Florida for resale and then provides those services to a business entity like LifeConnex for end-users in various locations throughout AT&T Florida's service area.

Finally, the interconnection agreement provides that if American Dial Tone uses a resold telecommunications service "in a manner other than that for which the service was originally intended as described in [AT&T Florida's] retail tariffs, [American Dial Tone] has the responsibility to notify [AT&T Florida]." See ICA, Resale Attachment, §3.13. It further provides that if American Dial tone "desires to transfer any services hereunder to another provider of Telecommunications Service, or if [American Dial Tone] desires to assume hereunder any services provisioned by [AT&T Florida] to another provider of Telecommunications Service, such transfer of services shall be subject to separately negotiated rates, terms and conditions." See ICA, GTC, § 18.2. American Dial Tone failed to notify AT&T Florida that it was providing residential services it purchase from AT&T for resale to a business entity, and American Dial Tone and AT&T Florida have not "negotiated rates, terms and conditions" under which American Dial tone may transfer residential services AT&T Florida provides to American Dial Tone for resale to another service provider.

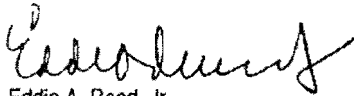
<sup>2</sup> See also *id.* at 57 ("The FCC's rules, 47 C.F.R. § 51.613, elaborate that restrictions may be imposed on cross-class selling and short term promotions.").

<sup>3</sup> Tariff § A2.2.1B provides that services specified in the Tariff may be resold; however, "except as otherwise noted by the Florida Public Service Commission", interconnection agreements and the Tariff. As indicated, all three prohibit American Dial Tone from cross-class selling to its affiliate, LifeConnex.

Inasmuch as American Dial Tone and LifeConnex are violating state law, federal law, and AT&T Florida's Tariff as incorporated into the parties' interconnection agreement, AT&T Florida has the right to refuse service to American Dial Tone. See ICA, Attachment 1, § 3.9 ("Service is furnished subject to the condition that it will not be used for any unlawful purpose.") and ICA, Attachment 1, § 3.11 ("[AT&T Florida] can refuse service when it has grounds to believe that service will be used in violation of the law.").

Accordingly, based upon the foregoing, AT&T Florida hereby provides fifteen (15) day notice of suspension of services and thirty (30) day notice of disconnection of services.

Sincerely,



Eddie A. Reed, Jr.  
Director – Interconnection Agreements

cc: Matt Feil, Esq.  
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