BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request by BellSouth Telecommunications, Inc. for approval of interconnection, unbundling, and resale agreement with Network Telephone Corporation pursuant to Sections 251, 252, and 271 of the Telecommunications Act of 1996. DOCKET NO. 980860-TP ORDER NO. PSC-98-1314A-FOF-TP ISSUED: January 12, 1999

AMENDATORY ORDER

BY THE COMMISSION:

On October 9, 1998, we issued Order No. PSC-98-1314-FOF-TP with the parties' Agreement as Attachment A. Attachment A, however, is missing Page 8 of Attachment 3 of the Agreement.

Therefore, we hereby amend Order No. PSC-98-1314-FOF-TP to include the attached page 8 of Attachment 3 of the Agreement. This page shall be inserted as Page 83-A. Page 8 is attached to this Order as Attachment 1.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Order No. PSC-98-1314-FOF-TP is hereby amended to include the attached page 8 of Attachment 3 of the Agreement. This page shall be inserted as Page 83-A. It is further

ORDERED that Order No. PSC-98-1314-FOF-TP is reaffirmed in all other respects.

By ORDER of the Florida Public Service Commission, this 12th day of January, 1999.

BLANCA S. BAYÓ, Director

Division of Records and Reporting

(SEAL)

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ATTACHMENT 1

Attachment 3 Page 8

BellSouth shall provide interconnection ordering and provisioning services to Network Telephone that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the Local Interconnection and Facility Based Ordering Guide.

7. Local Dialing Parity

BellSouth shall provide local dialing parity, meaning that Network Telephone customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, Network Telephone local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

8. Reciprocal Compensation

- 8.1 BellSouth shall provide for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on its and Network Telephone's network. The parties agree that charges for transport and termination of calls on its respective networks are as set forth in Attachment 11.
- The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this agreement to a terminating carrier. The delivery of this traffic is contingent upon CLEC negotiating and executing valid contractual agreements or the placement of valid orders with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier. An agreement or valid order with the terminating carrier will be established prior to the delivery of any transit traffic to BellSouth destined for the particular carrier's network. Further, CLEC agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of CLEC for which a valid contract or order has not been established.
- 8.3 Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs). Traffic originated to and terminated by ESPs/ISPs shall not be included in the reciprocal compensation arrangements of this Agreement.