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 **BELLSOUTH**

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Marshall M. Criser, III
Regulatory Vice President

RECORDS AND
REPORTING

January 15, 1999

990059-TP

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Interprise America pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

*U S West Interprise America, Inc.
dba Interprise America, Inc.*

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Interprise America are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Interprise America. The Commission approved the initial agreement between the companies in Order No. PSC-98-0144-FOF-TP issued January 27, 1998 in Docket 971368-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Interprise America within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

Marshall M. Criser, III
Regulatory Vice President (22)

DOCUMENT NUMBER-DATE

00603 JAN 15 99

FPSC-RECORDS/REPORTING

**Amendment to Master Interconnection Agreement
by and between BellSouth Telecommunications, Inc.
and U S WEST Interprise America, Inc.**

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by U S WEST Interprise America, Inc. ("Interprise America") and BellSouth Telecommunications, Inc. ("BellSouth") on October 8, 1997 in the state of Florida. This Amendment ("Amendment") is made by and between Interprise America and BellSouth and shall be deemed effective on the date executed by Interprise America and BellSouth.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Interprise America and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

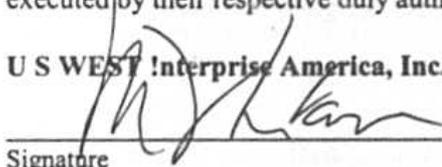
1. BellSouth and Interprise America are entering into this Agreement for the purpose of deleting Attachment 6, Connectivity and Billing, contained in their existing Agreement in its entirety and replacing it with the new Attachment 6, attached, for the purpose of removing the CRIS to CABS Billing Data Tape requirement.

2. The Parties agree that all other provisions of the Interconnection Agreement, dated October 8, 1997, shall remain in full force and effect.

3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Florida Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

U S WEST Interprise America, Inc.


Signature

Mary F. LaFave

Name

Director Regulatory Affairs

Title

12/11/98
Date

BellSouth Telecommunications, Inc.


Signature

Jerry D. Hendrix

Name

Director - Interconnection Services

Title

12/16/98
Date

DUPLICATE ORIGINAL

TABLE OF CONTENTS

CONNECTIVITY BILLING AND RECORDING	1
1. GENERAL	1
2. BILLABLE INFORMATION AND CHARGES	1
3. MEET POINT BILLING	3
4. COLLOCATION	5
5. MUTUAL COMPENSATION	6
6. LOCAL NUMBER PORTABILITY	6
7. ISSUANCE OF BILLS - GENERAL	7
8. ELECTRONIC TRANSMISSIONS	8
9. TAPE OR PAPER TRANSMISSIONS	9
10. TESTING REQUIREMENTS.....	11
11. ADDITIONAL REQUIREMENTS.....	12
12. DELETED	12
13. PAYMENT OF CHARGES.....	12
14. BILLING DISPUTES	13
15. LATE PAYMENT CHARGES.....	13
16. ADJUSTMENTS	14
17. RECORDING OF CALL INFORMATION	14
18. DELETED	15

CONNECTIVITY BILLING AND RECORDING**1. General**

This Section describes the requirements for BellSouth to bill and record all charges Interprise America incurs for purchasing Local Services for resale and for Network Elements and Combinations, and to provide Meet Point Billing and Mutual Compensation.

2. Billable Information And Charges

- 2.1 BellSouth will bill and record in accordance with this Agreement those charges Interprise America incurs as a result of Interprise America purchasing from BellSouth Network Elements, Combinations, and Local Services, as set forth in this Agreement. BellSouth will format all bills in Carrier Billing Output Specifications ("CBOS") Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the Industry forum. The Parties have agreed to specific elements of CLUB/EDI billing. Those elements are named in Exhibit A attached hereto and incorporated herein by this reference. Each bill shall set forth the quantity and description of each such Network Element, Combination, or Local Service provided and billed to Interprise America. All charges billed to Interprise America will indicate the state from which such charges were incurred except in cross boundary state situations. BellSouth shall provide Interprise America a listing of the current cross state boundary exchanges.
- 2.1.1 Interprise America and BellSouth will work together in a cooperative effort with the OBF to establish a single billing format and applicable standards. Once the billing standards/format are defined, BellSouth and Interprise America will mutually agree when the standards/format will be implemented.
- 2.2 BellSouth shall provide Interprise America a monthly bill that includes all charges incurred by and credits and/or adjustments due to Interprise America for those Network Elements, Combination thereof, or Local Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by BellSouth to Interprise America shall include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending through the current bill date; (4) any known unbilled

usage sensitive charges for prior periods; and (5) any known unbilled adjustments.

- 2.3 With each resale bill, BellSouth will provide customer information sufficient for Interprise America to verify the charges. By line number, this information includes, but is not limited to: WTN, BTN, associated USOCs and service descriptions, quantities, charges and totals.
- 2.4 The Bill Date, as defined herein, must be present on each bill transmitted by BellSouth to Interprise America, must be a valid calendar date. Bills shall not be rendered for any charges which are incurred under this Agreement as described in 2.5 below. In addition, on each bill where "Jurisdiction" is identified, local and local toll charges shall be identified as "Local" and not as interstate, interstate/interLATA, intrastate, or intrastate/intraLATA. BellSouth will provide from and through dates for charges rendered on all bills. In addition, BellSouth will separately identify business charges from residence charges, as appropriate.
- 2.5 BellSouth shall not provide any connectivity bills to Interprise America containing charges for messages delivered any later than three billing periods following the recording date for all usage. In addition, all usage sent to Interprise America prior to the bill cut-off date, shall be included on the current month bill. In addition, for all other billed items, including network elements, combinations and non-usage resale charges, BellSouth shall endeavor to provide current billing but under no circumstances shall BellSouth provide any connectivity bill to Interprise America containing charges that were incurred more than six (6) months prior to the current bill date. Bill Certification standards and other performance standards (to be negotiated) will further decrease the allowable windows and provide "penalties" for windows that are met, so, these standards will change as mutually agreed upon by the Parties in writing.
- 2.6 BellSouth shall bill Interprise America for each Network Element, combination thereof, or Local Service, supplied by BellSouth to Interprise America pursuant to this Agreement at the rates set forth in this Agreement. BellSouth will bill Interprise America based on the actual charges incurred, provided, however, for those usage based charges where actual charge information is not determinable by BellSouth because the jurisdiction (i.e., interstate, interstate/interLATA, intrastate, intrastate/intraLATA, local) of the traffic is unidentifiable, the Parties will jointly develop a process to determine the appropriate charges. Measurement of usage-based charges shall be in actual conversation seconds. The total conversation seconds per chargeable

traffic types will be totaled for the entire monthly bill cycle and then rounded to the next whole minute.

- 2.7 Each Party shall provide the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment. Billing questions subsequent to implementation will be directed to the billing specialist in the Local Carrier Service Center (LCSC) for CRIS billing and through the Interexchange Carrier Service Center (ICSC) for CABS related issues.

3. **Meet Point Billing**

- 3.1 Where appropriate for unbundled network elements, Interprise America and BellSouth will establish meet-point billing ("MPB") arrangements in accordance with the Meet-Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Both Parties will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.
- 3.2 Interprise America and BellSouth will implement the Multiple Bill reflecting a single tariff option in which the Initial Billing Company (IBC) sends the usage to each Subsequent Billing Company (SBC). Each company then prepares and renders its own meet point bill in accordance with its tariff for its portion of the access services. Each company uses the usage provided by the IBC in order to bill any interexchange carrier ("IXC") for that portion of the network elements provided by Interprise America or BellSouth. For all traffic carried over the MPB arrangement, Interprise America and BellSouth shall bill each other all applicable elements at the rates specified in this Agreement.
- 3.3 BellSouth shall provide to Interprise America the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of Interprise America's network in a Interprise America/BellSouth MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Such information shall be provided to Interprise America in the format and via the medium that the Parties agree. If BellSouth does not have a CIC for any IXC that will utilize a portion of Interprise America's network in an Interprise America/BellSouth MPB arrangement, and for whom BellSouth must supply to Interprise America MPB billing information, BellSouth agrees that it will assist such carrier in obtaining a CIC expeditiously. Until such carrier has obtained a CIC, BellSouth will submit BellSouth's CIC on those MPB records provided to Interprise America for MPB. BellSouth understands and agrees that it will be solely responsible for

obtaining any reimbursements from those carriers who have utilized the jointly provided networks of BellSouth and Interprise America.

- 3.4 BellSouth and Interprise America agree that in an MPB arrangement where one Party provides local transport and the other Party provides the end office switching, the Party who provides the end office switching is entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. The Parties further agree that in those MPB situations where one Party sub-tends the other Party's access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges.
- 3.5 BellSouth and Interprise America will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. BellSouth and Interprise America will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 3.6 If MPB data is not processed and delivered by either BellSouth or Interprise America and sent to the other Party within ten (10) days of their recording and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of the unbillable charges. When the subsequent billing company ("SBC") is the recording company, they shall provide the initial billing company ("IBC") the detail billing records on a weekly basis (within five (5) days). If the IBC is the recording company, detail billing record exchange is not necessary. The IBC shall provide the SBC the summary billing records within ten (10) days from the IBC bill date. The Party who failed to deliver the data will be held liable for the amount of the unbillable charges.
- 3.7 If MPB data is not submitted within ten (10) days of their recording or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.

- 3.8 Errors in MPB data exchanged by the Parties may be discovered by Interprise America, BellSouth or the billable IXC. Both Interprise America and BellSouth agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. The other Party shall correct the error within eight (8) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data may be considered lost. If MPB data is lost due to incorrigible errors or otherwise, the Parties shall follow the procedures set forth in Attachment 7 Customer Usage Data Attachment of this Agreement and compensate the other for the lost MPB billing data.
- 3.9 In the event Interprise America purchases from BellSouth Network Elements, or Combination thereof, in a LATA other than the LATA to or from which the MPB services are homed and in which BellSouth operates an access tandem, BellSouth shall, except in instances of capacity limitations, permit and enable Interprise America to sub-tend the BellSouth access tandem switch(es) nearest to the Interprise America rating point(s) associated with the NPA-NXX(s) to/from which the MPB services are homed. In instances of capacity limitation at a given access tandem switch, Interprise America shall be allowed to sub-tend the next-nearest BellSouth access tandem switch in which sufficient capacity is available. The MPB percentages for each new rating point/access tandem pair shall be calculated in accordance with MECAB and MECOD.
- 3.10 Neither Interprise America nor BellSouth will charge the other for the services rendered, or for information provided pursuant to Section 4 of this Attachment except those MPB charges specifically set forth herein. Both Parties will provide the other a single point of contact to handle any MPB questions.

4. Collocation

When Interprise America collocates with BellSouth in BellSouth's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the "cage"), shall not be included in the bill provided to Interprise America pursuant to this Attachment. All such capital expenses shall be given a unique BAN (as defined in Section 7, below) and invoice number. All invoices for capital expenses shall be sent to the location specified by Interprise America for payment. All other non-capital recurring collocation expenses shall be billed to Interprise America in accordance with this Agreement. The Carrier Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the charges associated with collocation. The bill label for those collocation charges shall be entitled "Expanded Interconnection Service." For those nonmechanized bills, the bill label for non-capital recurring collocation expenses shall be entitled "Collocation".

5. Mutual Compensation

- 5.1 The Parties shall bill each other reciprocal compensation in accordance with the standards set forth in this Agreement for Local Traffic terminated to the other Party's customer. Such Local Traffic shall be recorded and transmitted to Interprise America and BellSouth in accordance with this Attachment. When a Interprise America Customer originates traffic and Interprise America sends it to BellSouth for termination, Interprise America will determine whether the traffic is local or toll. When a BellSouth Customer originates traffic and BellSouth sends it to Interprise America for termination, BellSouth will determine whether the traffic is local or toll. Each Party will provide the other with information that will allow it to distinguish among local, intrastate toll and interstate toll traffic. At a minimum, each Party shall utilize NXXs in such a way that the other Party shall be able to distinguish local from intraLATA toll traffic. Where the originating Party cannot provide the terminating Party with actual usage data to enable the terminating Party to distinguish a local call from a toll call, the originating Party will report to the terminating Party its Percent Local Usage ("PLU") factors and the application of such PLUs will determine the amount of local minutes to be billed to the terminating Party. PLUs will be sent monthly or quarterly, as mutually agreed to by the Parties. Each Party may audit the traffic reported to it by the other Party as provided for in Section 11.2 of the General Terms and Conditions of this Agreement. When Interprise America interconnects with BellSouth's network for the purpose of completing local or toll traffic, Interprise America will, at its option, interconnect at either the tandem or end office switch to complete such calls paying local interconnection rates for its customers' local calls and switched access rates for its customers' toll calls. Such interconnection will be ordered as needed by Interprise America to complete such local and toll calls. Further, the Local Traffic exchanged pursuant to this Attachment shall be measured in billing minutes of use and shall be in actual conversation seconds. The total conversation seconds per chargeable traffic type will be totaled for the entire monthly billing cycle and then rounded to the next whole conversation minute. Reciprocal compensation for the termination of this Local Traffic shall be in accordance with Part IV to this Agreement. Except as provided in Section 11.2 of the General Terms and Conditions of this Agreement, each Party agrees not to charge the other Party for any costs incurred as a result of providing such Party with PLUs in lieu of sending actual usage data to distinguish local and toll traffic.

6. Local Number Portability

6.1 DELETED

- 6.2 When an IXC terminates an interLATA or IntraLATA toll call to a Interprise America local exchange customer whose telephone number has been ported

from BellSouth, the Parties agree that Interprise America shall receive those IXC access charges associated with end office switching, local transport, RIC and CCL, as appropriate. BellSouth shall receive any access tandem fees, dedicated and common transport charges, to the extent provided by BellSouth, and any INP fees (i.e., such as RCF charges) set forth in this Agreement. When a call for which access charges are not applicable is terminated to a Interprise America local exchange customer whose telephone number has been ported from BellSouth, and is terminated on Interprise America's own switch, the Parties agree that the mutual compensation arrangements described in this Agreement shall apply.

7. Issuance of Bills - General

7.1 BellSouth and Interprise America will issue all bills in accordance with the terms and conditions set forth in this Section. BellSouth and Interprise America will establish monthly billing dates ("Bill Date") for each Billing Account Number ("BAN"), as further defined in the CABS document or CRIS elements set forth in Exhibit A as appropriate. On bills BellSouth renders to Interprise America, BANs shall be 13 character alpha/numeric and there shall only be one BAN per Revenue Accounting Office ("RAO") for each type of service rendered in a CLUB/EDI format. Separate BANs will be established for resale, CRIS charges associated with interim number portability, and Unbundled Network Elements. The Bill Date shall be the same day month to month for all BANs. On bills Interprise America renders to BellSouth, Interprise America will provide one (1) BAN per state and the bill date will be the same day month to month for all BANs. Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). The bill date is the only varying invoice number available on the Resale bill. On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All bills must be received by the other Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as Interprise America shall specify) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

7.2 BellSouth and Interprise America shall issue all CABS bills in CABS format containing such billing data and information in accordance with CBOS

Interprise America - FL
12/8/98

Version 29, or such later versions of CABS as are published by BellCore, or its successor, except that if the Parties enter into a meet-point billing arrangement, such billing data and information shall also conform to the standards set forth in the MECAB document, or such later versions as are adopted by BellCore, or its successor. BellSouth shall be no more than one BOS version behind the currently accepted version for CABS formatted bills. To the extent that there are no CABS or MECAB standards governing the formatting of certain data, such data shall be issued in the format specified by Interprise America.

- 7.3 Within thirty (30) days of finalizing the chosen billing media, each Party will provide to the other Party written notice of which bills are to be deemed the official bills to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different media which purportedly contain the same charges as are on the official bill. Any billing received for a billing period pursuant to any media should contain identical information. To the extent that BellSouth is aware of a discrepancy in the billing media it sends to Interprise America, BellSouth shall notify Interprise America upon discovery of such discrepancy and at that time will designate which billing media shall be deemed to be the official bill. If either Party requests additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to loss or destruction due to causes beyond the requesting party's control, errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.
- 7.4 When sending bills via electronic transmission, to avoid transmission failures or the receipt of billing information that cannot be processed, the Parties shall provide each other with their respective process specifications. Each Party shall comply with the mutually acceptable billing processing specifications of the other. Interprise America and BellSouth shall provide each other reasonable notice if a billing transmission is received that does not meet such Party's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.
8. **Electronic Transmissions**
- 8.1 BellSouth and Interprise America agree that each Party will transmit billing information and data in the appropriate Industry Standard format electronically via CONNECT:Direct (formerly known as Network Data Mover) to the other Party at the location specified by such Party. The Parties agree

that a T1.5 or 56kb circuit to Gateway for CONNECT:Direct is required. If BellSouth has an established CONNECT:Direct link with Interprise America, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. Any changes to either Party's CONNECT:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect. Parties agree to exchange information necessary to establish CONNECT:Direct.

8.2 **DELETED**

9. **Tape or Paper Transmissions**

9.1 In the event either Party does not temporarily have the ability to send or receive data via CONNECT:Direct, that Party will transmit billing information to the other party via magnetic tape or paper, as appropriate and as agreed to by Interprise America and BellSouth.. Billing information and data contained on magnetic tapes or paper for payment shall be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

TO Interprise America:

Tape : Resale Bill Transmissions via Overnight Delivery:	Interprise America National Expansion Accounts Payable Attn: Billing Manager 1999 Broadway, 7th Floor Denver, CO 80202
Tape : UNE Bills Transmissions via Overnight Delivery:	Interprise America National Expansion Accounts Payable Attn: Billing Manager 1999 Broadway, 7th Floor Denver, CO 80202

Paper: Resale Bill Transmissions via Overnight Delivery:	Interprise America National Expansion Accounts Payable Attn: Billing Manager 1999 Broadway, 7 th Floor Denver, CO 80202
Paper: UNE Bills Transmissions via Overnight Delivery:	Interprise America National Expansion Accounts Payable Attn: Billing Manager 1999 Broadway, 7 th Floor Denver, CO 80202

TO BellSouth:

Tape Transmissions:	Attn:
Paper Transmissions:	Attn:

- 9.2 Each Party will adhere to the tape packaging requirements set forth in this subsection. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a typical 6-inch distance from any magnetic field generating device (except a magnetron-tape device). The Parties agree that they will only use those shipping containers that contain internal insulation to prevent damage. Each Party will clearly mark on the outside of each shipping container its name, contact and return address. Each Party further agrees that it will not ship any Connectivity Billing tapes in tape canisters.
- 9.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. Interprise America reserves the right to destroy a tape that has been determined to have

unrecoverable errors. Interprise America also reserves the right to replace a tape with one of equal or better quality.

9.4 All electronic data will conform to CBOS/EDI published standards.

9.5

10. **Testing Requirements**

10.1 Within thirty (30) days of the execution of this Agreement, BellSouth shall send to Interprise America bill data in the appropriate mechanized format (i.e. CBOS or EDI) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment 6. After receipt of the test data from BellSouth, Interprise America will notify BellSouth if the billing transmission meets standard specifications. If the transmission fails to meet standard specifications, BellSouth shall make the necessary corrections. At least three (3) sets of testing data must meet standard specifications prior to BellSouth sending Interprise America a mechanized production bill for the first time via electronic transmission or tape. Thereafter, BellSouth may begin sending Interprise America mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

10.2 At least thirty (30) days prior to changing mechanized formats (e.g., CBOS Changes), BellSouth shall send to Interprise America bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. BellSouth agrees that it will not send Interprise America bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this subsection. Notification of changes shall be in accordance with Section 24.3.2.3 of the General Terms and Conditions of this Agreement.

10.3 BellSouth shall provide to Interprise America's Billing Manager, located at 1999 Broadway, 7th floor, Denver, CO 80202, BellSouth's originating or state level company code so that it may be added to Interprise America's internal tables at least thirty (30) calendar days prior to testing or prior to a change in BellSouth's originating or state level company code.

10.4 During the testing period, BellSouth shall transmit to Interprise America billing data and information via paper transmission. Test tapes shall be sent to Interprise America at the same locations as "production" or live files.

Test Tapes:	Interprise America National Expansion Accounts Payable Attn: Billing Manager 1999 Broadway, 7 th Floor Denver, CO 80202
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11. Additional Requirements

- 11.1 BellSouth agrees that if it transmits data to Interprise America in a mechanized format, BellSouth will also comply with the following specifications which are not contained in CBOS guidelines but which are necessary for Interprise America to process billing information and data:
- The BAN shall not contain embedded spaces or low values.
 - The Bill Date shall not contain spaces or non-numeric values.
 - Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

11.2 DELETED

12. DELETED

13. Payment Of Charges

- 13.1 Subject to the terms of this Agreement, Interprise America and BellSouth will pay each other within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as Interprise America specifies), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as Interprise America specifies), payment will be made on the preceding business day.
- 13.2 Payments shall be made in U.S. Dollars via electronic funds transfer ("EFT") and/or Automated Clearinghouse ("ACH") to the other Party's bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, BellSouth and Interprise America shall provide each other the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new

banking information. The Parties will render payment via EFT and/or ACH. Interprise America will provide BellSouth with one address to which such payments shall be rendered and BellSouth will provide to Interprise America with only one address to which such payments shall be rendered. In the event Interprise America receives multiple bills from BellSouth which are payable on the same date, Interprise America may remit one payment for the sum of all bills payable to BellSouth's bank account specified in this subsection. Each Party shall provide the other Party with a contact person for the handling of billing payment questions or problems.

14. Billing Disputes

14.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute. In the event of a billing dispute that cannot be resolved within the 60-day timeframe, the process described in Exhibit B to this Attachment shall be followed.

14.2 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

14.2.1 If billing is determined to be in error and Interprise America has paid the bill in full and on time, BellSouth will refund the amount of the erroneous billing plus any interest penalty credit to be calculated as set forth in Section 15 of this Attachment.

15. Late Payment Charges

If either Party fails to remit payment for any charges described in this Attachment by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not

immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by BellSouth for payment by Interprise America, the late payment charge shall be calculated based on the portion of the payment not received by the payment due date times the late factor set forth in the following: BellSouth tariffs, based upon the service for which payment was not received: for general subscriber services, Section A2 of the General Subscriber Services Tariff; for private line service, Section B2 of the Private Line Service Tariff; and for access service, Section E2 of the Access Service Tariff. For bills rendered by Interprise America for payment by BellSouth the late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has the authority pursuant to its tariffs.

16. Adjustments

Subject to the terms of this Attachment, BellSouth will reimburse Interprise America for incorrect billing charges; overcharges; Local Services Elements, or any Combination thereof, ordered or requested but not delivered; interrupted Local Services associated with any Element, or combination thereof, ordered or requested; Local Services, Elements, or Combination thereof, of poor quality; and installation problems if caused by BellSouth. Such reimbursements shall be set forth in the appropriate section of the bill pursuant to applicable standards.

17. Recording of Call Information

- 17.1 Where Telecommunications Services are being resold or unbundled Network Elements are being utilized, the Parties agree to record call information in accordance with this subsection. To the extent technically feasible, each Party will record and process the usage sensitive call detail information associated with the other Party's local exchange customer. The call records for the charged number shall be provided at a Party's request and shall be formatted pursuant to BellCore standards and the terms and conditions of this Agreement. BellSouth and Interprise America agree that they will retain, at each Party's sole expense, copies of all AMA transmitted to the other Party for at least seven (7) calendar days after transmission to the other Party.
- 17.2 Each Party will provide the other Party with a carrier identification code ("CIC") on each EMR record transmitted to the other Party. If BellSouth does not have a CIC for any local exchange carrier, BellSouth or IXC for whom

BellSouth must supply to Interprise America billing records or information pursuant to this Attachment, BellSouth agrees that it will assist the local exchange carrier, BellSouth or IXC in obtaining a CIC expeditiously. Until the local exchange carrier, BellSouth or IXC has received a CIC, BellSouth agrees that it will submit its CIC to Interprise America on those records for billing and payment. BellSouth further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier. Likewise, if Interprise America does not have a CIC for any local exchange carrier, BellSouth or IXC for whom Interprise America must supply to BellSouth billing records or information pursuant to this Attachment, Interprise America agrees that it will assist the local exchange carrier, BellSouth or IXC in obtaining a CIC expeditiously. Until the local exchange carrier, BellSouth or IXC has received a CIC, Interprise America agrees that it will submit its CIC to BellSouth on those records for billing and payment. Interprise America further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier.

17.3 **DELETED**

17.3.1 **DELETED**

17.3.2 **DELETED**

17.3.3 **DELETED**

17.4 The Parties agree that they will provide each other a single person to contact regarding any data exchange problems.

18. **DELETED**

19. **Claims/Adjustments Appearance on Invoice**

19.1 Resolved claims or disputes would be reflected separately and detailed by item with Interprise America's claim memo number on the invoice and be included as an amount credited on the monthly invoice. Claims or disputes still outstanding would also be included on the monthly bill.

19.2 **No Netting of Amounts Due/Separation of Types of Billing**
The Parties agree that there shall be no netting of amounts due BellSouth under this agreement with any other amounts due to or from BellSouth related to services provided under separate agreements. Further Resale bills, Access bills and UNE bills will be provided as separate bills with separate amounts due that shall not be netted.

**REQUIREMENTS FOR CLUB/EDI BILLING
OF
Interprise America LOCAL SERVICES**

Interprise America and BellSouth agree to the following requirements for CLUB/EDI billing for Local Service Resale:

- BellSouth will provide a 13 character alpha-numeric Billing Account Number (BAN)
- BellSouth will provide one (1) BAN per Regional Accounting Office (RAO) for each type of service billed
- BellSouth will provide one (1) bill cycle for all BANs / RAOs excluding the 4th, 7th and 13th bill cycles
- BellSouth will render the bill within ten (10) days of the bill date
- Interprise America will render payment 30 days from the bill date or 20 days from the date the bill is received, whichever is greater
- Interprise America will render payment via wire transfer and/or ACH to the existing billing address
- BellSouth will render billing for PIC charges separately
- BellSouth will bill monthly service charges in advance of the bill date
- BellSouth will bill usage charges in arrears of the bill date
- BellSouth will identify all charges by incurred state except in cross boundary situations
- BellSouth will uniquely identify the local billing BANs as Type Of Account 'Q'
- BellSouth will separately identify business and residence charges
- BellSouth will provide From and Through dates for all local billing

Exhibit B

**BELLSOUTH LOCAL CARRIER SERVICE CENTER (LCSC)
ESCALATION LIST**

LOCAL CARRIER SERVICE CENTER

Telephone Numbers Office800-872-3116
Local Service Requests, LSR Questions,
Billing Inquiries and General Assistance

Fax Number800-872-7059
All Forms

Managers Director
Barbara Warren700-451-0853

Manager
Paula Murphy700-451-0883

Mailing Address Local Carrier Service Center (LCSC)
BellSouth
Room D-20
5147 Peachtree Industrial Boulevard
Chamblee, GA 30341

Hours of Operation 8:30 AM to 5:00 PM EST
Monday - Friday

Holidays Observed New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Process Interprise America will escalate any billing discrepancies to the BellSouth LCSC Manager. If resolution is not attained within 30 days, Interprise America will escalate the discrepancy to the BellSouth Director. If the billing discrepancy is not resolved within 30 days, Interprise America will obtain the name and number of the next level manager from the BellSouth Director and continue escalating until a resolution is reached.

Interprise America - FL
12/8/98