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Marshall M. Criser III
Regulatory Vice President

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RECORDS AND REPORTING

December 17, 1999

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

991953-TP

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

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Alliance Network, Inc. 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 Alliance Network, Inc. The Commission approved the initial agreement between the companies in Order No. 99-2292 issued November 23, 1999 in Docket 991483-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Alliance Network, Inc. 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
(28)

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FPSC-BUREAU OF RECORDS

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FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment to the Interconnection agreement entered into by and between Alliance Network, Inc. and BellSouth Telecommunications, Inc., dated 11/18/1999, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	3
Exhibit 1	43
TOTAL	46

**AMENDMENT
TO THE
AGREEMENT BETWEEN
ALLIANCE NETWORK, INC.
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED SEPTEMBER 15, 1999**

Pursuant to this Agreement, (the "Amendment"), Alliance Network, Inc. ("Alliance Network, Inc."), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated September 15, 1999 ("Agreement").

WHEREAS, BellSouth and Alliance Network, Inc. entered into an Interconnection Agreement on September 15, 1999, and;

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, the Parties hereby covenant and agree as follows:

1. Attachment 1 is hereby deleted in its entirety and replaced with a new Attachment 1 Resale, attached hereto as Exhibit 1.
2. Attachment 2 – Access to Network Elements and Other Services is hereby amended to delete the following language:

The rates, terms and conditions contained in this Attachment were negotiated as a whole and each rate, term and condition within this Attachment is interdependent upon the other rates, terms and conditions.

And replaced with:

Attachment 2 consists of the following sections:

- Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub Loops and Dark Fiber
- Switching
- Transport and Dark Fiber
- 800 Access Ten Digit Screening Services
- Line Information Database (LIDB)
- Signaling
- Operating Call Processing, Inward Operator Services and Directory Assistance Services
- Calling Name (CNAM) Database Service
- Basic 911 and E911

Each of these sections contains rates, terms, and conditions that are applicable to each individual section.

3. Attachment 3 - The following language is hereby deleted in its entirety:

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

Section 1 is amended to include the following:

All negotiated rates, terms and conditions set forth in this Attachment pertain to the provision of network interconnection.

4. Attachment 4 - The following language is hereby deleted in its entirety:

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

Section 1.1 is amended to include the following:

All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of collocation space.

5. Attachment 5 - The following language is hereby deleted in its entirety:

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

Section 1 is amended to include the following:

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

6. Attachment 6 - The following language is hereby deleted in its entirety:

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

Section 1 is amended to include the following:

All the negotiated terms and conditions set forth in this Attachment pertain to ordering and provisioning.

7. Attachment 7 - The following language is hereby deleted in its entirety:

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

Section 1 is amended to include the following:

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

8. Attachment 8 - The following language is hereby deleted in its entirety:

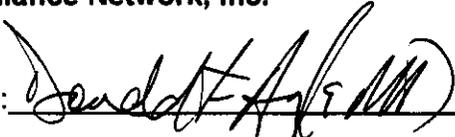
The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

9. All of the other provisions of the Agreement, dated September 15, 1999, shall remain in full force and effect.

10. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities 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.

Alliance Network, Inc.

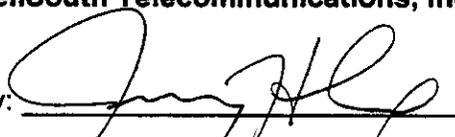
By: 

Name: Donald F. Angle, MD

Title: President

Date: 11/17/99

BellSouth Telecommunications, Inc.

By: 

Name: Jerry Hendrix

Title: Senior Director

Date: 11/18/99

Attachment 1

Resale

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RESALE

1. Discount Rates

The rates pursuant by which Alliance Network, Inc. is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

2. Definition of Terms

- 2.1 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.2 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.3 END USER means the ultimate user of the telecommunications services.
- 2.4 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- 2.5 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.
- 2.6 OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/CLEC) means a telephone company certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as Alliance Network, Inc. subscribes to the telecommunications services of BellSouth and then reoffers those telecommunications services to the public (with or without "adding value").
- 2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which a CLEC, such as Alliance Network, Inc., may offer resold local exchange telecommunications service.

3. General Provisions

- 3.1 Alliance Network, Inc. may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.
- 3.2 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. BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.
- 3.3 Alliance Network, Inc. may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:
- 3.3.1 Alliance Network, Inc. must resell services to other end users.
- 3.3.2 Alliance Network, Inc. must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.
- 3.3.3 Alliance Network, Inc. cannot be an alternative local exchange telecommunications company for the single purpose of selling to themselves.
- 3.4 The provision of services by BellSouth to Alliance Network, Inc. does not constitute a joint undertaking for the furnishing of any service.
- 3.5 Alliance Network, Inc. will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from Alliance Network, Inc. for all services.

- 3.6 Alliance Network, Inc. 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.
- 3.7 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.
- 3.8 BellSouth maintains the right to serve directly any end user within the service area of Alliance Network, Inc. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Alliance Network, Inc.
- 3.9 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.10 Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of BellSouth and are assigned to the service furnished. Alliance Network, Inc. has no 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.
- 3.11 For the purpose of the resale of BellSouth's telecommunications services by Alliance Network, Inc., BellSouth will provide Alliance Network, Inc. with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. Alliance Network, Inc. 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 BellSouth may request that Alliance Network, Inc. cancel its reservations of numbers. Alliance Network, Inc. shall comply with such request.
- 3.12 Further, upon Alliance Network, Inc.'s request, and for the purpose of the resale of BellSouth's telecommunications services by Alliance Network, Inc., BellSouth will reserve up to 100 telephone numbers per CLLIC, for Alliance Network, Inc.'s sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. Alliance Network, Inc. acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of Alliance Network, Inc.'s reasonable need in that particular CLLIC.

- 3.13 BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Alliance Network, Inc.
- 3.14 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.15 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.16 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.17 BellSouth accepts no responsibility to any person for any unlawful act committed by Alliance Network, Inc. or its end users as part of providing service to Alliance Network, Inc. for purposes of resale or otherwise.
- 3.18 BellSouth will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with BellSouth's end users. Law enforcement agency subpoenas and court orders regarding end users of Alliance Network, Inc. will be directed to Alliance Network, Inc. BellSouth will bill Alliance Network, Inc. for implementing any requests by law enforcement agencies regarding Alliance Network, Inc. end users.
- 3.19 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
 - 3.19.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
 - 3.19.2 Cause damage to BellSouth's plant;
 - 3.19.3 Impair the privacy of any communications; or
 - 3.19.4 Create hazards to any BellSouth employees or the public.
- 3.20 Alliance Network, Inc. assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by Alliance Network, Inc.
- 3.21 Facilities and/or equipment utilized by BellSouth to provide service to Alliance Network, Inc. remain the property of BellSouth.

- 3.22 White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Services Tariff and will be available for resale.
- 3.23 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, Alliance Network, Inc. shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, Alliance Network, Inc. shall provide paper copies of customer record information within a reasonable period of time upon request by BellSouth. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that Alliance Network, Inc. and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.
- 3.24 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this Attachment.
- 3.25 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Simplified Message Desk Interface - Enhanced ("SMDI-E")
 - Simplified Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
 - Call Forward on Busy/Don't Answer ("CF-B/DA")
 - Call Forward on Busy ("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.
- 3.26 BellSouth's Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

- 3.27 All costs incurred by BellSouth for providing services requested by Alliance Network, Inc. that are not covered in the BellSouth tariffs shall be recovered from Alliance Network, Inc. if Alliance Network, Inc. utilizes those services.
- 3.28 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in FCC No. 1. This charge will not be discounted.
- 4. BellSouth's Provision of Services to Alliance Network, Inc.**
- 4.1 Alliance Network, Inc. agrees that its 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 Independent Payphone Provider (IPP) 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 Alliance Network, Inc. to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Alliance Network, Inc. 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.
- 4.2 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 Alliance Network, Inc. may resell services only within the specific resale service area as defined in its certificate.
- 4.4 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

5. Maintenance of Services

- 5.1 Alliance Network, Inc. will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.
- 5.2 Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.3 Alliance Network, Inc. or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.
- 5.4 Alliance Network, Inc. accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.5 Alliance Network, Inc. will be BellSouth's single point of contact for all repair calls on behalf of Alliance Network, Inc.'s end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- 5.6 Alliance Network, Inc. will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.7 For all repair requests, Alliance Network, Inc. accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.8 BellSouth will bill Alliance Network, Inc. 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.
- 5.9 BellSouth reserves the right to contact Alliance Network, Inc.'s end users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, Alliance Network, Inc. will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for Alliance Network, Inc.'s resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption

certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.

- 6.2 Service orders will be in a standard format designated by BellSouth.
- 6.3 When notification is received from Alliance Network, Inc. that a current end user of BellSouth will subscribe to Alliance Network, Inc.'s service, standard service order intervals for the appropriate class of service will apply.
- 6.4 BellSouth will not require end user confirmation prior to establishing service for Alliance Network, Inc.'s end user customer. Alliance Network, Inc. must, however, be able to demonstrate end user authorization upon request.
- 6.5 Alliance Network, Inc. will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from Alliance Network, Inc. to BellSouth or will accept a request from another CLEC for conversion of the end user's service from Alliance Network, Inc. to the other LEC. BellSouth will notify Alliance Network, Inc. that such a request has been processed.
- 6.6 If BellSouth determines that an unauthorized change in local service to Alliance Network, Inc. has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess Alliance Network, Inc. as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to Alliance Network, Inc. These charges can be adjusted if Alliance Network, Inc. provides satisfactory proof of authorization.
- 6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.
 - 6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
 - 6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
 - 6.7.3 Such security deposit may not exceed two months' estimated billing.

- 6.7.4 The fact that a security deposit has been made in no way relieves Alliance Network, Inc. from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.
- 6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 6.7.6 In the event that Alliance Network, Inc. defaults on its account, service to Alliance Network, Inc. will be terminated and any security deposits held will be applied to its account.
- 6.7.7 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

7. Payment And Billing Arrangements

- 7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for Alliance Network, Inc. Alliance Network, Inc. is required to provide the following before a master account is established: 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 tax exemption certificate, if applicable.
- 7.2 BellSouth shall bill Alliance Network, Inc. on a current basis all applicable charges and credits.
- 7.3 Payment of all charges will be the responsibility of Alliance Network, Inc. Alliance Network, Inc. shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Alliance Network, Inc. from Alliance Network, Inc.'s end user. BellSouth will not become involved in billing disputes that may arise between Alliance Network, Inc. and its end user. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 7.4 BellSouth will render bills each month on established bill days for each of Alliance Network, Inc.'s accounts.
- 7.5 BellSouth will bill Alliance Network, Inc. in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end

user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Alliance Network, Inc., and Alliance Network, Inc. will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.

- 7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 7.6.1 If the payment due date falls on a Sunday or on a Holiday which 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 penalty, as set forth in section 7.8 following, shall apply.
- 7.6.2 If Alliance Network, Inc. requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to Alliance Network, Inc.
- 7.6.3 Billing Disputes
 - 7.6.3.1 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 and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:
 - 7.6.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution
 - 7.6.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.
 - 7.6.3.4 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. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

- 7.7 Upon proof of tax exempt certification from Alliance Network, Inc., the total amount billed to Alliance Network, Inc. will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. Alliance Network, Inc. will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to Alliance Network, Inc.'s end user.
- 7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff. Alliance Network, Inc. will be charged a fee for all returned checks as set forth in Section to A2 of the General Subscriber Services Tariff or in applicable state law.
- 7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to Alliance Network, Inc.
- 7.10 BellSouth will not perform billing and collection services for Alliance Network, Inc. as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 7.11 Pursuant to 47 CFR Section 51.617, BellSouth will bill Alliance Network, Inc. end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 7.12 In general, BellSouth will not become involved in disputes between Alliance Network, Inc. and Alliance Network, Inc.'s end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth,

Alliance Network, Inc. shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with Alliance Network, Inc. to resolve the matter in as timely a manner as possible. Alliance Network, Inc. may be required to submit documentation to substantiate the claim.

8. Discontinuance of Service

8.1 The procedures for discontinuing service to an end user are as follows:

8.1.1 Where possible, BellSouth will deny service to Alliance Network, Inc.'s end user on behalf of, and at the request of, Alliance Network, Inc. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Alliance Network, Inc.

8.1.2 At the request of Alliance Network, Inc., BellSouth will disconnect a Alliance Network, Inc. end user customer.

8.1.3 All requests by Alliance Network, Inc. for denial or disconnection of an end user for nonpayment must be in writing.

8.1.4 Alliance Network, Inc. will be made solely responsible for notifying the end user of the proposed disconnection of the service.

8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Alliance Network, Inc. when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by Alliance Network, Inc. and/or the end user against any claim, loss or damage arising from providing this information to Alliance Network, Inc. It is the responsibility of Alliance Network, Inc. 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.

8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.

8.2 The procedures for discontinuing service to Alliance Network, Inc. are as follows:

8.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Alliance Network, Inc. of the rules and regulations of BellSouth's Tariffs.

- 8.2.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Alliance Network, Inc., that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by Alliance Network, Inc. to receive notices of noncompliance, and discontinue the provision of existing services to Alliance Network, Inc. at any time thereafter.
- 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Alliance Network, Inc.'s noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Alliance Network, Inc. without further notice.
- 8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, Alliance Network, Inc.'s services will be discontinued. Upon discontinuance of service on a Alliance Network, Inc.'s account, service to Alliance Network, Inc.'s end users will be denied. BellSouth will also reestablish service at the request of the end user or Alliance Network, Inc. upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Alliance Network, Inc. is solely responsible for notifying the end user of the proposed disconnection of the service.
- 8.2.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

9. Line Information Database (LIDB)

- 9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.
- 9.2 BellSouth will provide LIDB Storage upon written request to Alliance Network, Inc. Account Manager stating requested activation date.

10. RAO Hosting

- 10.1 The RAO Hosting Agreement is included in this Attachment as Exhibit D. Rates for BellSouth's Centralized Message Distribution System (CMDS) are as set forth in Exhibit H of this Attachment.

10.2 BellSouth will provide RAO Hosting upon written request to its Account Manager stating requested activation date.

11. Optional Daily Usage File (ODUF)

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

11.2 BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account Manager stating requested activation date.

12. Enhanced Optional Daily Usage File (EODUF)

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

12.2 BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to its Account Manager stating requested activation date.

13. Calling Name Delivery (CNAM) Database Service

13.1 Calling Name Delivery (CNAM) Database Service Agreement is included in this Attachment as Exhibit G. Rates for CNAM are as set forth in Exhibit H of this Attachment.

13.2 BellSouth will provide Calling Name Delivery (CNAM) Database service upon written request to its Account Manager stating requested activation date.

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Alliance Network, Inc. for the purposes of resale to Alliance Network, Inc. end users shall be available at the following discount off of the retail rate.

DISCOUNT*

STATE	RESIDENCE	BUSINESS	CSAs***
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

- * When a CLEC 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.
- ** In Tennessee, if a CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.
- *** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

BellSouth has developed and made available the following mechanized systems by which Alliance Network, Inc. may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the Table below. 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 specified in the table below:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	<u>Electronic</u> Per LSR received from the CLEC by one of the OSS interactive interfaces	<u>Manual</u> Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS LSR Charge	\$3.50	\$19.99
USOC	SOME C	SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Denial/Restoral OSS Charge

In the event Alliance Network, Inc. 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.

Cancellation OSS Charge

Alliance Network, Inc. will incur an OSS charge for an accepted LSR that is later canceled by Alliance Network, Inc.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

Threshold Billing Plan

The Parties agree that Alliance Network, Inc. will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or exceeds** the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

**EXCLUSIONS AND LIMITATIONS
ON SERVICES AVAILABLE FOR RESALE**

Type of Service	AL		FL		GA		KY		LA	
	Resale?	Discount?								
1. Grandfathered Services (Note 1)	Yes	Yes								
2. Contract Service Arrangements	Yes	Yes								
3. Promotions - > 90 Days (Note 2)	Yes	Yes								
4. Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5. Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes
6. 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7. N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8. AdWatch SM Svc (See Note 6)	Yes	No								
9. MemoryCall [®] Service	Yes	No								
10. Mobile Services	Yes	No								
11. Federal Subscriber Line Charges	Yes	No								
12. Non-Recurring Charges	Yes	Yes								
13. End User Line Charge - Number Portability	Yes	No								
14. Public Telephone Access Service (PTAS)	Yes	Yes								

Type of Service	MS		NC		SC		TN	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1. Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2. Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3. Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4. Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No
5. Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6. 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7. N11 Services	Yes	Yes	No	No	No	No	Yes	Yes
8. AdWatch SM Svc (See Note 6)	Yes	No	Yes	No	Yes	No	Yes	No
9. MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No
10. Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11. Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12. Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

13.	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No
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14.	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
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Applicable Notes:

1. **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
3. In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
 - (a) the stated tariff rate, less the wholesale discount;
 - (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
4. **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.
5. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
6. AdWatchSM Service is tariffed as BellSouth® AIN Virtual Number Call Detail Service.

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

I. SCOPE

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Alliance Network, Inc. and pursuant to which BellSouth, its LIDB customers and Alliance Network, Inc. shall have access to such information. Alliance Network, Inc. understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Alliance Network, Inc., pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
1. Billed Number Screening
 2. Calling Card Validation
 3. Fraud Control
- C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Alliance Network, Inc. of fraud alerts so that Alliance Network, Inc. may take action it deems appropriate. Alliance Network, Inc. understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Alliance Network, Inc. pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Alliance Network, Inc. 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.

Alliance Network, Inc. understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Alliance Network, Inc. further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, Alliance Network, Inc. understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on Alliance Network, Inc.'s behalf pursuant to this Agreement. Therefore,

until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate Alliance Network, Inc.'s data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) Alliance Network, Inc. agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for Alliance Network, Inc.'s end user accounts which are resident in LIDB pursuant to this Agreement. Alliance Network, Inc. authorizes BellSouth to place such charges on Alliance Network, Inc.'s bill from BellSouth and agrees that it shall pay all such charges. Charges for which Alliance Network, Inc. hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) Alliance Network, Inc. shall have the responsibility to render a billing statement to its end users for these charges, but Alliance Network, Inc.'s obligation to pay BellSouth for the charges billed shall be independent of whether Alliance Network, Inc. is able or not to collect from Alliance Network, Inc.'s end users.
- (d) BellSouth shall not become involved in any disputes between Alliance Network, Inc. and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Alliance Network, Inc. It shall be the responsibility of Alliance Network, Inc. and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

- A. Alliance Network, Inc. will not be charged a fee for storage services provided by BellSouth to Alliance Network, Inc., as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by

Alliance Network, Inc. Alliance Network, Inc. shall have the right to have BellSouth contest with the imposing jurisdiction, at Alliance Network, Inc.'s expense, any such taxes that Alliance Network, Inc. deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.
- C. Alliance Network, Inc. agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of

BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and Alliance Network, Inc. further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.

- D. This Agreement constitutes the entire Agreement between Alliance Network, Inc. and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

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

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications, Inc. ("BellSouth"), and Alliance Network, Inc. ("Alliance Network, Inc."), effective the ____ day of _____, 199 __.

I. GENERAL

This Addendum sets forth the terms and conditions for Alliance Network, Inc.'s provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by Alliance Network, Inc., and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- B. Special billing number - a ten digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Alliance Network, Inc.
- F. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- J. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by Alliance Network, Inc.

III. RESPONSIBILITIES OF PARTIES

- A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. Alliance Network, Inc. will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
- B. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of Alliance Network, Inc. BellSouth will not issue line-based calling cards in the name of Alliance Network, Inc.'s individual end users. In the event that Alliance Network, Inc. wants to include calling card numbers assigned by Alliance Network, Inc. in the BellSouth LIDB, a separate agreement is required.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:
 - 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
 - 2. Determine whether Alliance Network, Inc. has identified the billing number as one which should not be billed for collect or third number calls, or both.

RAO Hosting

1. RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Alliance Network, Inc. by BellSouth will be in accordance with the methods and practices regularly adopted and 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.
2. Alliance Network, Inc. shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
3. Applicable compensation amounts will be billed by BellSouth to Alliance Network, Inc. on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
4. Alliance Network, Inc. must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from Alliance Network, Inc. to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of Alliance Network, Inc. and will coordinate all associated conversion activities.
5. BellSouth will receive messages from Alliance Network, Inc. that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
6. BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Alliance Network, Inc.
7. All data received from Alliance Network, Inc. that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

8. All data received from Alliance Network, Inc. that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
9. BellSouth will receive messages from the CMDS network that are destined to be processed by Alliance Network, Inc. and will forward them to Alliance Network, Inc. on a daily basis.
10. Transmission of message data between BellSouth and Alliance Network, Inc. will be via CONNECT:Direct.
11. All messages and related data exchanged between BellSouth and Alliance Network, Inc. will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
12. Alliance Network, Inc. will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
13. Should it become necessary for Alliance Network, Inc. to send data to BellSouth more than sixty (60) days past the message date(s), Alliance Network, Inc. will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and Alliance Network, Inc. to notify all affected Parties.
14. In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or Alliance Network, Inc.) identified and agreed to, the company responsible for creating the data (BellSouth or Alliance Network, Inc.) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

15. Should an error be detected by the EMI format edits performed by BellSouth on data received from Alliance Network, Inc., the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Alliance Network, Inc. of the error condition. Alliance Network, Inc. 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, Alliance Network, Inc. will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
16. In association with message distribution service, BellSouth will provide Alliance Network, Inc. with associated intercompany settlements reports (CATS and NICS) as appropriate.
17. 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 agreement.
18. RAO Compensation
 - 18.1 Rates for message distribution service provided by BellSouth for Alliance Network, Inc. are as set forth in Exhibit A to this Attachment.
 - 18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .
 - 18.3 Data circuits (private line or dial-up) will be required between BellSouth and Alliance Network, Inc. for the purpose of data transmission. Where a dedicated line is required, Alliance Network, Inc. will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Alliance Network, Inc. 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 a case by 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 Alliance Network, Inc. Additionally, all message toll charges associated with the use of the dial circuit by Alliance Network, Inc. will be the responsibility of Alliance Network, Inc. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
 - 18.4 All equipment, including modems and software, that is required on Alliance Network, Inc. end for the purpose of data transmission will be the responsibility of Alliance Network, Inc.

19. Intercompany Settlements Messages

- 19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Alliance Network, Inc. as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Alliance Network, Inc. and the involved company(ies), unless that company is participating in NICS.
- 19.2 Both traffic that originates outside the BellSouth region by Alliance Network, Inc. and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Alliance Network, Inc., is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by Alliance Network, Inc., involves a company other than Alliance Network, Inc., qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 19.3 Once Alliance Network, Inc. is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Alliance Network, Inc. BellSouth will distribute copies of these reports to Alliance Network, Inc. on a monthly basis.
- 19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Alliance Network, Inc. BellSouth will distribute copies of these reports to Alliance Network, Inc. on a monthly basis.
- 19.6 BellSouth will collect the revenue earned by Alliance Network, Inc. from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of Alliance Network, Inc. BellSouth will remit the revenue billed by Alliance Network, Inc. to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on Alliance Network, Inc. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Alliance Network, Inc. via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

- 19.7 BellSouth will collect the revenue earned by Alliance Network, Inc. within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Alliance Network, Inc. BellSouth will remit the revenue billed by Alliance Network, Inc. within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Alliance Network, Inc. via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and Alliance Network, Inc. agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

Optional Daily Usage File

1. Upon written request from Alliance Network, Inc., BellSouth will provide the Optional Daily Usage File (ODUF) service to Alliance Network, Inc. pursuant to the terms and conditions set forth in this section.
2. Alliance Network, Inc. shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
3. The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Alliance Network, Inc. customer.

Charges for delivery of the Optional Daily Usage File will appear on Alliance Network, Inc.s' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4. The Optional Daily Usage 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. Messages that error in Alliance Network, Inc.'s billing system will be the responsibility of Alliance Network, Inc. If, however, Alliance Network, Inc. should encounter significant volumes of errored messages that prevent processing by Alliance Network, Inc. within its systems, BellSouth will work with the to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 **Usage To Be Transmitted**

6.1.1 The following messages recorded by BellSouth will be transmitted to Alliance Network, Inc.:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS & 800 Service

- N11
 - Information Service Provider Messages
 - Operator Services Messages
 - Operator Services Message Attempted Calls (UNE only)
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service
- 6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Alliance Network, Inc.
- 6.1.4 In the event that Alliance Network, Inc. detects a duplicate on Optional Daily Usage File they receive from BellSouth, Alliance Network, Inc. will drop the duplicate message (Alliance Network, Inc. will not return the duplicate to BellSouth).
- 6.2 Physical File Characteristics
- 6.2.1 The Optional Daily Usage File will be distributed to Alliance Network, Inc. via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Alliance Network, Inc. for the purpose of data transmission. Where a dedicated line is required, Alliance Network, Inc. will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Alliance Network, Inc. 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 a case by 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 Alliance Network, Inc. Additionally, all message toll charges associated with the use of the dial circuit by Alliance Network, Inc. will be the responsibility of Alliance Network, Inc. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on Alliance Network, Inc. end for the purpose of data transmission will be the responsibility of Alliance Network, Inc.

6.3 Packing Specifications

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

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

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

6.5 Control Data

Alliance Network, Inc. will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Alliance Network, Inc. received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Alliance Network, Inc. for reasons stated in the above section.

6.6 Testing

6.6.1 Upon request from Alliance Network, Inc., BellSouth shall send test files to Alliance Network, Inc. for the Optional Daily Usage File. The parties agree to review and

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

Enhanced Optional Daily Usage File

1. Upon written request from Alliance Network, Inc., BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Alliance Network, Inc. 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. Alliance Network, Inc. shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for delivery of the Enhanced Optional Daily Usage File will appear on Alliance Network, Inc.s' monthly bills. The charges are as set forth in Exhibit A 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 Alliance Network, Inc. will be the responsibility of Alliance Network, Inc. If, however, Alliance Network, Inc. should encounter significant volumes of errored messages that prevent processing by Alliance Network, Inc. within its systems, BellSouth will work with Alliance Network, Inc. to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the Optional Daily Usage Feed.
 - 7.1 **Usage To Be Transmitted**
 - 7.1.1 The following messages recorded by BellSouth will be transmitted to Alliance Network, Inc.:

Customer usage data for flat rated local call originating from Alliance Network, Inc.'s end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time

Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Alliance Network, Inc.
- 7.1.3 In the event that Alliance Network, Inc. detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Alliance Network, Inc. will drop the duplicate message (Alliance Network, Inc. will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

- 7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Alliance Network, Inc. over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Alliance Network, Inc.'s Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
- 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Alliance Network, Inc. for the purpose of data transmission. Where a dedicated line is required, Alliance Network, Inc. will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Alliance Network, Inc. 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 a case by 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 Alliance Network, Inc. Additionally, all message toll charges associated with the use of the dial circuit by Alliance Network, Inc. will be the responsibility of Alliance Network, Inc. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on Alliance Network, Inc.'s end for the purpose of data transmission will be the responsibility of Alliance Network, Inc.

7.3 Packing Specifications

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

7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Alliance Network, Inc. which BellSouth RAO that is sending the message. BellSouth and Alliance Network, Inc. will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Alliance Network, Inc. and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. DEFINITIONS

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides Alliance Network, Inc. the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2. ATTACHMENT

- 2.1 This Attachment contains the terms and conditions where BellSouth will provide to Alliance Network, Inc. access to the BellSouth CNAM SCP for query or record storage purposes.

Alliance Network, Inc. shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to Alliance Network, Inc.'s access to BellSouth's CNAM Database Services and shall be addressed to Alliance Network, Inc.'s Account Manager.

3. PHYSICAL CONNECTION AND COMPENSATION

3.1 BellSouth's provision of CNAM Database Services to Alliance Network, Inc. requires interconnection from Alliance Network, Inc. to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Alliance Network, Inc. shall provide its own CNAM SSP. Alliance Network, Inc.'s CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.3 If Alliance Network, Inc. elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that Alliance Network, Inc. desires to query.

3.4 Out-Of-Region Customers. If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the parties and writing shall, by this reference become an integral part of this Agreement.

4. CNAM RECORD INITIAL LOAD AND UPDATES

4.1 The mechanism to be used by Alliance Network, Inc. for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by Alliance Network, Inc. in the BellSouth specified format and shall contain records for every working telephone number that can originate

phone calls. It is the responsibility of Alliance Network, Inc. to provide accurate information to BellSouth on a current basis.

- 4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.3 Alliance Network, Inc. CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each party consistent with state and/or federal regulation.

BELLSOUTH/CLC-1 RATES
ODUF/EOUF/CMDS/CNAM

RATES BY STATE

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
ODUF/EOUF/CMDS	N/A	\$0.0002	\$0.008	\$0.008	\$0.0008611	\$0.00019	\$0.0001179	\$0.008	\$0.0002862	\$0.008
ODUF: Recording, per message	N/A	\$0.0033	\$0.004	\$0.004	\$0.0032357	\$0.0024	\$0.0032089	\$0.004	\$0.0032344	\$0.004
ODUF: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
EOUF: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
CMDS: Message Processing, per message	N/A	\$55.19	\$54.95	\$54.95	\$55.60	\$47.30	\$54.62	\$54.95	\$54.72	\$54.95
ODUF: Message Processing, per magnetic tape provisioned	N/A	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30
EOUF: Message Processing, per magnetic tape provisioned	N/A	\$0.00004	\$0.001	\$0.001	\$0.0000365	\$0.00003	\$0.0000354	\$0.001	\$0.0000357	\$0.001
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364
EOUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A									
CALLING NAME (CNAM) QUERY SERVICE	N/A	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016
CNAM (Database Owner), Per Query	N/A	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
CNAM (Non-Database Owner), Per Query *	N/A	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00

* Volume and term arrangements are also available.

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.