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December 20, 2000

Ms. Blanca S. Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Betty Easley Conference Center, Room 110  
Tallahassee, Florida 32399-0850

**HAND DELIVERY**

001810-TP

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00 DEC 20 PM 3:45  
RECORDS AND REPORTING

Re: Complaint of TCG South Florida and Teleport Communications Group for Enforcement of Interconnection Agreement with BellSouth Telecommunications, Inc.

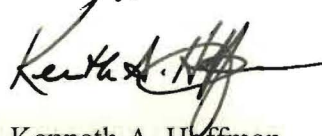
Dear Ms. Bayo:

Enclosed herewith for filing in the above-referenced docket on behalf of TCG South Florida and Teleport Communications Group ("TCG") are the original and fifteen copies of TCG's Complaint for Enforcement of Interconnection Agreement with BellSouth Telecommunications, Inc.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the copy to me.

Thank you for your assistance with this filing.

Sincerely,



Kenneth A. Hoffman

KAH/rl  
Enclosures  
cc: All Parties of Record

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DOCUMENT NUMBER-DATE  
16298 DEC 20 8  
FPSC-RECORDS/REPORTING

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Complaint of TCG South Florida and )  
Teleport Communications Group for )  
Enforcement of Interconnection Agreement )  
with BellSouth Telecommunications, Inc. )

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Docket No. CO/810-1P

Filed: December 20, 2000

**COMPLAINT OF TCG SOUTH FLORIDA AND TELEPORT  
COMMUNICATIONS GROUP FOR ENFORCEMENT OF INTERCONNECTION  
AGREEMENT WITH BELL SOUTH TELECOMMUNICATIONS, INC.**

TCG South Florida and Teleport Communications Group (hereinafter referred to collectively as "TCG"), by and through undersigned counsel, and pursuant to Section 364.01, Florida Statutes, and Rule 25-22.036(2), Florida Administrative Code, and 47 U.S.C. §§251(b)(5), 252(d)(2), 252(i) of the Telecommunications Act of 1996 ("Act"), hereby file this Complaint against BellSouth Telecommunications, Inc. ("BellSouth") for breach of the terms of the Interconnection Agreement entered into by BellSouth and TCG (the "New TCG Agreement"), and approved by the Florida Public Service Commission ("Commission").

**I. PARTIES**

1. The complete name and address of the Complainant is:

TCG  
1 East Broward Boulevard  
Suite 910  
Fort Lauderdale, FL 33301  
(954) 453-4200 (telephone)  
(954) 453-4444 (fax)

DOCUMENT NUMBER-DATE

16298 DEC 20 8

FPSC-RECORDS/REPORTING

2. All pleadings, notices, staff recommendations, orders and other documents filed or served in this docket should be served upon the following on behalf of TCG:

Kenneth A. Hoffman, Esq.  
Martin P. McDonnell, Esq.  
Rutledge, Ecenia, Underwood,  
Purnell & Hoffman, P.A.  
P. O . Box 551  
Tallahassee, FL 32301  
(850) 681-6788 (telephone)

With copies sent to:

Marsha Rule, Esq.  
AT&T Communications of the Southern  
States, Inc.  
101 N. Monroe Street, Suite 700  
Tallahassee, Florida 32301

Virginia Tate, Esq.  
AT&T Communications of the  
Southern States, Inc.  
1200 Peachtree Street, N.W.  
Suite 8100  
Atlanta, Georgia 30309

3. Teleport Communications Group, Inc. is the holding company parent of TCG South Florida. TCG South Florida is authorized to provide local exchange telecommunications services in the State of Florida pursuant to Alternative Local Exchange Telecommunications Certificate No. 3519 issued by the Commission to TCG by Order issued October 19, 1995.

4. The complete name and principal place of business of the Respondent to this Complaint is:

BellSouth Telecommunications, Inc.  
150 West Flagler Street  
Suite 1910  
Miami, Florida 33130

5. BellSouth is a local exchange telecommunications company certificated by the Commission to provide local exchange telecommunications service within the State of Florida.

BellSouth also provides intraLATA interexchange telecommunications service in the State of Florida. BellSouth also is an incumbent local exchange carrier under the Act.

## **II. SUMMARY OF RELIEF REQUESTED**

6. TCG asks the Commission to:

(a) determine that the "Local Traffic" provisions of the New TCG Agreement, adopted on July 14, 1999, and approved by the Commission by Order No. PSC-99-1877-FOF-TP, had the same application and effect as identical provisions in TCG's previously-negotiated agreement with BellSouth, such that the Commission's September 15, 1998 Order<sup>1</sup> requiring BellSouth to pay TCG for transport and termination of calls to Internet Service Providers ("ISPs") applies to and controls the interpretation and application of the New TCG Agreement;

(b) determine that BellSouth breached the New TCG Agreement by failing to pay TCG: (i) reciprocal compensation for the transport and termination of Local Traffic as defined therein, including calls originated by BellSouth's end-user customers and transported and terminated by TCG to ISPs and (ii) switched access charges for telephone exchange service provided by TCG to BellSouth;

(c) find BellSouth responsible under the New TCG Agreement for payment of: (i) reciprocal compensation for "Local Traffic", including calls transported and terminated to Internet Service Providers ("ISPs") and (ii) switched access charges; and

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<sup>1</sup> In re: Complaint of Teleport Communications Group Inc./TCG South Florida against BellSouth Telecommunications, Inc. for breach of terms of interconnection agreement under Section 252 of the Telecommunications Act of 1996, and request for relief, Order No. PSC-98-1216-FOF-TP, Docket No. 980184-TP, issued September 15, 1998 ("TCG Order").

(d) enforce the New TCG Agreement by ordering BellSouth to pay TCG for terminating such Local Traffic under the reciprocal compensation provisions of the New TCG Agreement and to pay TCG for switched access charges for the origination and termination of intraLATA toll service provided by TCG to BellSouth, in the amount of \$9,820,731.44 and late payment assessments of \$1,337,130.30 totaling \$11,157,861.74, for the period of July 14, 1999 (the date on which the New TCG Agreement was adopted) through June 10, 2000 (the date on which the New TCG Agreement expired).

### **III. JURISDICTION OF THE COMMISSION**

7. This Commission has jurisdiction to enforce the terms of the New TCG Agreement that BellSouth has breached as alleged herein. The United States Court of Appeals for the Eighth Circuit confirmed that pursuant to Section 252 of the Act, state commissions, like this one, "are vested with the power to enforce the terms of the Agreements they approve." Iowa Utilities Board v. FCC, 120 F.3d 753 (8th Cir. 1997). The Commission also has jurisdiction to consider and resolve this Complaint pursuant to Section 364.01, Florida Statutes, and Order No. PSC-99-1877-FOF-TP. Moreover, Section 16 of the New TCG Agreement requires the parties to petition this Commission for a resolution of any disputes that arise as to interpretation of the New TCG Agreement.

8. The Federal Communications Commission ("FCC") has determined that state commissions are authorized to decide reciprocal compensation issues involving ISP traffic. The FCC addressed this issue in its Declaratory Ruling adopted February 25, 1999 ("ISP Declaratory Ruling"):<sup>2</sup>

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<sup>2</sup> In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, Order 99-38 (1999) ("ISP

When construing the parties' agreements to determine whether the parties so agreed, state commissions have the opportunity to consider all the relevant facts, including the negotiation of the agreements in the context of this Commission's longstanding policy of treating this traffic as local, and the conduct of the parties pursuant to those agreements.

Thus, the Commission clearly has the authority to determine, as it has in the past, that payment of reciprocal compensation is appropriate for ISP-bound traffic under the terms of the New TCG Agreement.

#### **IV. STATEMENT OF FACTS GIVING RISE TO THE CONTROVERSY**

9. TCG and BellSouth originally entered into an interconnection agreement on July 15, 1996 (the "Original TCG Agreement"), which was approved by the Commission in Order No. PSC-96-1313-FOF-TP, issued October 29, 1996, in Docket No. 960862-TP. On February 4, 1998, TCG filed a Complaint for Enforcement of Section IV.C of its Interconnection Agreement with BellSouth, alleging that BellSouth failed to pay reciprocal compensation for local telephone exchange service traffic transported and terminated by TCG to ISPs. On September 15, 1998, the Commission issued Order No. PSC-98-1216-FOF-TP (the TCG Order), requiring BellSouth to pay TCG for transport and termination of calls to ISPs.

10. After the expiration of the Original TCG Agreement, TCG adopted an existing interconnection agreement between AT&T and BellSouth (the "New TCG Agreement"). The AT&T Agreement was in effect June 10, 1997 through June 10, 2000. A copy of the pertinent parts of the AT&T Agreement is attached hereto and incorporated herein as Exhibit "A". The Commission

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Declaratory Ruling”).

approved TCG's adoption of the AT&T Agreement on July 14, 1999 in Order No. PSC-99-1877-FOF-TP. A copy of the New TCG Agreement (without the adopted AT&T Agreement - - Exhibit "A") is attached hereto and incorporated herein as Exhibit "B".

11. The Act imposes a duty on competing local telephone companies to compensate each other for calls that originate on one carrier's network but terminate on the other carrier's network. The New TCG Agreement includes this duty of reciprocal obligations to compensate each party for such traffic. See New TCG Agreement, Attachment 6, Section 5.1.

12. TCG and BellSouth provide local exchange services over their respective networks to end-user customers pursuant to the terms of the New TCG Agreement. Some of TCG's (and BellSouth's) end-user customers are business customers operating as ISPs. Typically, end-users connect to an ISP through a toll free seven-digit telephone or ten-digit telephone call using local exchange service.

13. In the TCG Order, this Commission ordered BellSouth to pay reciprocal compensation to TCG and other telecommunications companies for calls to ISPs. Nevertheless, in direct conflict with the TCG Order, BellSouth refuses to make such payments to TCG in accordance with the terms of the New TCG Agreement stating that it "is no longer obligated under" and will not adhere to the TCG Order. See BellSouth letter dated September 8, 1999, attached as Exhibit "C." BellSouth takes the position that its obligation to pay reciprocal compensation for ISP-bound traffic expired with the Original TCG Agreement, despite the fact that TCG thereafter adopted an agreement (the New TCG Agreement) that was identical to the Original TCG Agreement in terms of defining "Local Traffic." The New TCG Agreement, which is the subject of this dispute, contains the same definition of "Local Traffic" used in the Original TCG Agreement. A copy of the Original

TCG-BellSouth interconnection agreement dated July 15, 1996, are attached as Exhibit "D." In Part I, Section D, the definition of "Local Traffic" reads "as any telephone call that originates and terminates in the same LATA and is billed by the originating party as a local call, including any call terminating in an exchange outside of BellSouth's service area with respect to which BellSouth has a local interconnection arrangement with an independent LEC, with which TCG is not directly interconnected." This is identical to the definition of "Local Traffic" reflected in the New TCG Agreement.

13. TCG consistently has billed BellSouth for reciprocal compensation for transport and termination of Local Traffic as provided in the New TCG Agreement. BellSouth has breached the Agreement by failing to pay TCG reciprocal compensation for the transport and termination of Local Traffic, including Local Traffic transported and terminated to ISPs from July 14, 1999 through June 10, 2000. Although BellSouth delivered Local Traffic to TCG for termination at end-user ISPs, it has withheld payment for such traffic during the entire term of the New TCG Agreement. See BellSouth's additional letters of refusal to pay for ISP traffic, attached as Composite Exhibit "E."

14. TCG has rendered reciprocal compensation bills to BellSouth from July 14, 1999 through June 10, 2000. To the best of TCG's knowledge and belief, BellSouth included ISP traffic in reciprocal compensation bills submitted to TCG, and TCG paid those bills without objection.

15. BellSouth's refusal to provide reciprocal compensation for local ISP traffic originated by its end-users constitutes a material breach of the terms of the New TCG Agreement as previously interpreted by this Commission in the TCG Order. BellSouth's action also violates Section 251(b)(5) of the Act that sets forth the obligation of all local exchange companies ("LECs") to provide reciprocal compensation. Moreover, BellSouth's refusal to pay reciprocal compensation for



calls terminated to ISPs is inconsistent with a number of Commission orders as well as FCC, federal appellate court and state regulatory decisions that have directly addressed this issue.

**IV. COUNT I: DECLARATORY RELIEF**

16. TCG restates and incorporates by reference each and every allegation stated above as though fully set forth herein.

17. BellSouth has refused and withheld payments to TCG mandated under the New TCG Agreement for TCG's transport and termination of Local Traffic terminated to ISPs.

18. Traffic from BellSouth's end-user customers to TCG's end-user customers that are ISPs is "Local Traffic" subject to reciprocal compensation arrangements under the terms of the New TCG Agreement. Attachment 6, Section 5.1 of the New TCG Agreement addresses "Mutual Compensation" and states in pertinent part: "The Parties shall bill each other reciprocal compensation in accordance with the standards set forth in this Agreement for Local Traffic terminated to the other Party's customer." Attachment 11 of the New TCG Agreement defines "Local Traffic" as:

any telephone call that originates and terminates in the same LATA and is **billed by the originating party as a local call**, including any call terminating in an exchange outside of BellSouth's service area with respect to which BellSouth has a local interconnection arrangement with an independent LEC, with which [TCG] is not directly interconnected. (emphasis added).

The traffic at issue fits the definition of "Local Traffic": BellSouth's end-user customers place calls to TCG's end-user ISP customers; the traffic originates and terminates in the same LATA; and BellSouth, the originating party, treats these calls as local when billing its end users. In fact, BellSouth bills its originating end-user customers local rates when they dial any ISP, whether the

ISP is served by BellSouth, TCG or another provider. Clearly, calls to ISPs fall within the agreed-upon definition of "Local Traffic," and because the traffic at issue is "Local Traffic" under the New TCG Agreement, reciprocal compensation is due from BellSouth to TCG.

19. BellSouth and TCG crafted a contractual definition of "Local Traffic" in the Original TCG Agreement and agreed upon the same exact language in the New Agreement. The parties expressly delineated what is and what is not "Local Traffic" in order to eliminate uncertainty over what type of traffic might be encompassed by the definition. If BellSouth had intended **at the time of the Agreement** to exclude calls terminated to ISP customers of TCG from the definition of "Local Traffic", it could have, and should have, sought to modify the contractual definitions. BellSouth did not.

20. The definition of "Local Traffic" in the New TCG Agreement is **exactly the same** as the definition of "Local Traffic" in the Original TCG Agreement. The definition of "Local Traffic" in the Original TCG Agreement was interpreted and applied by this Commission in the TCG Order to require BellSouth to pay reciprocal compensation to TCG for the transport and termination of calls to ISPs. Part I, Section D of the Original TCG Agreement defines "Local Traffic" as "any telephone call that originates and terminates in the same LATA and is billed by the originating party as a local call, including any call terminating in an exchange outside of BellSouth's service area with respect to which BellSouth has a local interconnection arrangement with an independent LEC, with which TCG is not directly interconnected." BellSouth is now obligated to pay reciprocal compensation under the same language in the New TCG Agreement.

21. In the TCG Order, the Commission addressed a breach-of-contract dispute over reciprocal compensation for ISP traffic in the Original TCG Agreement between TCG and BellSouth. In that Order, the Commission held BellSouth responsible for paying TCG:

reciprocal compensation for the transport and termination of telephone exchange service local traffic that is handed off by BellSouth to TCP [sic] for termination with telephone exchange service end users that are Internet Service Providers or Enhanced Service Providers.

TCG Order, at p. 18. This Commission reasoned that “[t]raffic that is terminated on a local dialed basis to Internet Service Providers or Enhanced Service Providers should not be treated differently from other local dialed traffic.” Id. In addition to an award of reciprocal compensation for the full balance owed to TCG, this Commission also awarded interest to TCG. Id.

22. TCG requests the Commission to determine that the New TCG Agreement includes the same definition of "Local Traffic" TCG negotiated in the Original TCG Agreement and, therefore, pursuant to the Commission's interpretation of "Local Traffic" in the TCG Order, BellSouth is obligated to pay TCG reciprocal compensation for calls from BellSouth end-users to TCG end-user ISPs during the term of the New TCG Agreement, from July 14, 1999 through June 10, 2000, plus late payment charges, as provided in the New TCG Agreement.<sup>3</sup> See Complaint of ITC DeltaCom Communications, Inc. against BellSouth Telecommunications, Inc. for breach of

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<sup>3</sup> Attachment 6, Section 15, Late Payment Charges, states in pertinent part: “If either Party fails to remit payment for any charges described in this Attachment by the payment due date, . . . , [t]he late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (i) one and one-half percent (1 ½%) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made.”

Interconnection Terms and Request for Immediate Relief, Order No. PSC-00-1540-FOF-TP, issued August 24, 2000.

**VI. COUNT II: BREACH OF INTERCONNECTION AGREEMENT**

23. TCG restates and incorporates by reference each and every allegation in the above paragraphs as though fully set forth herein.

24. BellSouth agreed to pay TCG reciprocal compensation for Local Traffic in the New TCG Agreement, and BellSouth has refused to do so even though BellSouth is clearly required to do so under the contract language. Section 5.1 of Attachment 6 of the New TCG Agreement requires BellSouth and TCG to pay reciprocal compensation to each other for all Local Traffic that originates on one company's network and terminates on the other's network in accordance with the rates set forth in Part IV, Table I of the New TCG Agreement. The Reciprocal Compensation provision in Attachment 6, Section 5.1, Mutual Compensation, states, in pertinent part:

The Parties shall bill each other reciprocal compensation in accordance with the standards set forth in this Agreement for Local Traffic terminated to the other Party's customer. Such Local Traffic shall be recorded and transmitted to [TCG] and BellSouth in accordance with this Attachment. When a [ ] [TCG] Customer originates traffic and [TCG] sends it to BellSouth for termination, [TCG] will determine whether the traffic is local or intraLATA toll. When a BellSouth Customer originates traffic and BellSouth sends it to [TCG] for termination, BellSouth will determine whether the traffic is local or intraLATA toll. Each Party will provide the other with information that will allow it to distinguish local from intraLATA toll traffic. At a minimum, each Party shall utilize NXXs in such a way that the other Party shall be able to distinguish local from intraLATA toll traffic.

Reciprocal compensation for the termination of this Local Traffic shall be in accordance with

Part IV to this Agreement. Additionally, the parties have provided bills according to distinct usage of local vs. toll traffic with a Percentage Local Usage (PLU) factor. The PLU determines the amount of local minutes to be billed vs. long-distance and toll access charges. PLUs are sent at a mutually agreed upon time period between the parties. Each party has a right to audit the reported traffic as provided for in Section 11.2 of the General Terms and Conditions.

25. The New TCG Agreement utilizes such PLU factors to determine the amount of local minutes to be billed to the terminating party. No similar accounting or tracking provision was placed in the New TCG Agreement for a "Percentage Internet Usage" factor for traffic terminated to an ISP. If BellSouth truly intended to treat ISP traffic as non-local, it undoubtedly would have and should have insisted on such a factor. The only explanation for the absence of such an essential factor is that **neither** of the parties expected or intended to treat ISP traffic any differently from other Local Traffic.

26. TCG has billed BellSouth according to BellSouth's PLU factors and BellSouth has refused to remit payments for ISP traffic and switched access charges in accordance with the bills rendered. The New TCG Agreement, applicable laws, orders and regulations do not create a distinction between calls terminated to end-users that happen to be ISPs. All calls that terminate within the same LATA, regardless of the identity of the end-user, are local calls under Attachment 11 of the New TCG Agreement, and reciprocal compensation, as stated in Attachment 6, is due for such calls. This includes calls placed by BellSouth's customers to TCG's ISP customers.

27. TCG has billed BellSouth switched access charges for completing intraLATA toll calls originated by BellSouth customers. When TCG receives calls from BellSouth, it applies the BellSouth PLU factor to such traffic. The percent of traffic that is not local is intraLATA toll traffic.

TCG has billed BellSouth according to BellSouth's PLU factors and BellSouth has refused to remit payments in accordance with the bills rendered.

28. As a result of BellSouth's breach of the Agreement and refusal to fulfill its obligation to pay reciprocal compensation and switched access charges in full, TCG has suffered a monetary loss in the amount of \$9,820,731.44.

29. TCG must be made whole and put in the position it would have been in had BellSouth fulfilled its obligations under the New TCG Agreement. TCG can only be made whole through BellSouth's payment of reciprocal compensation and switched access charges required under the New TCG Agreement in the amount of \$9,820,731.44, in addition to Late Payment Fees as mandated in Attachment 6, Section 15, in the amount of \$1,337,130.30, for a total of \$11,157,861.74 for transport, termination, and switched access services rendered to BellSouth.

**VII. THE FLORIDA COMMISSION, FCC, AND OTHER REGIONAL STATE COMMISSIONS HAVE ORDERED ISP TRAFFIC TO BE COMPENSATED THROUGH RECIPROCAL COMPENSATION PROVISIONS**

**A. Florida**

30. By order issued September 15, 1999, this Commission completed an investigation into access to the local network for providing information services. Investigation into the Statewide Offering of Access to the Local Network for the Purpose of Providing Information Services, Docket No. 990423-TP, Order No. 21815 issued September 15, 1989 ("Investigation Order"). The Investigation Order interpreted end-user access to an ISP as local service. In its order, the Commission cited BellSouth testimony that "calls to a VAN (value added network) which use the local exchange lines for access are considered local even though communications take place with

data bases or terminals in other states” and “such calls should continue to be viewed as local exchange traffic.” Investigation Order, at 24 (emphasis added); 89 F.P.S.C. 9:30. The Investigation Order also quoted the BellSouth witness who testified, “connections to the local exchange network for the purpose of providing an information service should be treated like any other local exchange service.” Investigation Order, at 25; 89 F.P.S.C. 9:31.

31. Subsequently, in the same consolidated docket which gave rise to the TCG Order, the Commission reviewed a similar breach of contract claim by WorldCom against BellSouth and determined that the WorldCom-BellSouth Agreement “defines local traffic in such way that ISP traffic clearly fits the definition.” TCG Order, at p. 8. Accordingly, the Commission concluded that ISP traffic was to be considered as local traffic for reciprocal compensation purposes, and payment was rightfully due to WorldCom. Id.<sup>4</sup>

32. Subsequently, the Commission reviewed yet another breach of contract claim regarding BellSouth’s refusal to pay reciprocal compensation. In Order No. PSC-99-0658-FOF-TP, the Commission ordered BellSouth to make payment to e.spire and ACSI, stating “while there is some room for interpretation, we believe that the current law weighs in favor of treating the traffic as local, regardless of jurisdiction, for purposes of the interconnection agreement.” e.spire Order, PSC-99-0658-FOF-TP; Docket No. 981008-TP (April 6, 1999) at p. 9 (quoting WorldCom Order at p. 20).

33. In the e.spire Order, in response to the FCC’s Declaratory Ruling, released on February 26, 1999, this Commission held “it is clear to us that the parties [e.spire and BellSouth]

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<sup>4</sup> The TCG Order has been appealed by BellSouth to the United States District Court, Northern District of Florida.

intended that calls originated by an end user of one and terminated to an ISP of the other would be rated and billed as local calls. If the parties intended otherwise, we believe that they would have set out an explicit exception in the definition of local calls to their Agreement.” *Id.* at 11. Following the e.spire Order, the Commission has consistently concluded in enforcement actions that calls terminated to ISPs are to be treated as local calls subject to reciprocal compensation.<sup>5</sup>

34. This Commission has consistently and correctly found that ISP traffic is simply a local call by definition where an end user calls an ISP using a local seven-digit or ten-digit number that affords no toll or access charge. The ISP terminates the call and the events that happen thereafter are not part of the original telecommunications between the end user and the ISP.

#### **B. The FCC**

35. In its ISP Declaratory Ruling, the FCC concluded that ISP-bound traffic is jurisdictionally mixed and appears to be largely interstate in nature but cautioned that nothing in the ISP Declaratory Ruling "should be construed to question any determination a state commission has made, or may make in the future, that parties have agreed to treat ISP-bound traffic as local traffic under existing interconnection agreements." ISP Declaratory Ruling, at par. 1, 24. The FCC's

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<sup>5</sup> See In re: Request for arbitration concerning complaint of Intermedia Communications, Inc. against GTE Florida Incorporated for breach of terms of Florida partial interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996 and request for relief, Docket No. 980986-TP, Order No. PSC-99-1477-FOF-TP (July 30, 1999); In re: Request for arbitration concerning complaint of American Communication Services of Jacksonville, Inc. d/b/a e.spire Communications, Inc. and ACSI Local Switched Services, Inc. d/b/a e.spire Communications, Inc. against BellSouth Telecommunications, Inc. regarding reciprocal compensation for traffic terminated to internet service providers, Docket No. 981008-TP, Order No. PSC-99-0658-FOF-TP (April 6, 1999); and In re: Complaint and/or petition for arbitration by Global NAPs, Inc. for enforcement of Section VI(B) of its interconnection agreement with BellSouth Telecommunications, Inc., and request for relief, Docket No. 991267-TP, Final Order on Complaint, Order No. PSC-00-0802-FOF-TP (April 24, 2000).



determination that ISP-bound calls appear to be largely interstate was vacated by the D.C. Circuit Court of Appeals in Bell Atlantic Telephone Companies v. FCC, 206 F.3d 1 (D.C. Cir. March 24, 2000) ("Bell Atlantic").

36. In Bell Atlantic, the court held that:

a. the FCC's interpretation of call "termination" in the ISP Declaratory Ruling rested on a jurisdictional end-to-end analysis that is inapplicable to the reciprocal compensation arena. Bell Atlantic, 206 F.3d at 4-5. The court held that "the cases (the FCC) relied on for using this 'end-to-end' analysis are not on point." Id., 206 F.3d at 5.

b. calls to ISPs meet the FCC's regulatory definition of "termination" stating "Calls to ISPs appear to fit this definition (of termination): the traffic is switched by the LEC whose customer is the ISP and then delivered to the ISP, which is clearly the "called party"". Id., 206 F.3d at 6; and

c. calls to ISPs may terminate at the ISP because the information services that an ISP provides are distinct from the separate telecommunications services used to connect the caller to the ISP. Id., 206 F.3d at 7. The court recognized that "[i]n this regard, an ISP appears no different from any businesses such as 'pizza delivery firms, travel reservation agencies, credit card verification firms, or taxi cab companies,' which use a variety of communications services to provide their good or services to their customers." Id.

### **C. Recent Decisions of Other State Commissions**

37. In the Kentucky PSC's May 16, 2000 Order No. 98-212, the KPSC held BellSouth responsible for reciprocal compensation in relation to ISP traffic. In the Matter of: American Communications Services of Louisville, Inc. d/b/a e.spire Communications, Inc., American Communications Services of Lexington, Inc. d/b/a .spire Communications, Inc., ALEC, Inc., and

Hyperion Communications of Louisville, Inc. f/k/a Louisville Lightwave, Case No. 98-212, Kentucky Public Service Commission (May 16, 2000). (“Kentucky Order”). The Kentucky Order specifically focused on whether or not “calls made by BellSouth’s customers to an Internet service provider (‘ISP’) that is served by Hyperion are ‘local traffic’ calls such that they should be included within the reciprocal compensation provisions of the contract.” Kentucky Order, at p. 3. Like TCG in this complaint, Hyperion adopted BellSouth and Louisville Lightwave L.P.’s interconnection agreement, dated May 16, 1997, through the “most favored nation” provision. In its holding that BellSouth was to pay reciprocal compensation for ISP traffic to Hyperion, the KPSC stated that reciprocal compensation for ISP traffic was “under the agreement between the parties.” Kentucky Order, at p. 6. The KPSC further explained “the parties could have excluded ISP calls from the common definition only if they had had a specific meeting of the minds on the issue. The contract demonstrates that no such meeting of the minds occurred.” Kentucky Order, at p. 6. Thus, like the New TCG Agreement, BellSouth and TCG never expressly excluded ISP traffic from “local traffic,” and TCG has the right to claim payment for the use of transport and termination on its network by BellSouth.

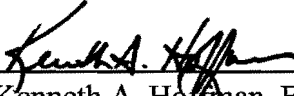
38. In a recent Georgia Public Service Commission arbitration, BellSouth was ordered to pay reciprocal compensation to Intermedia for calls to ISPs. In re: Petition of BellSouth Telecommunications, Inc. For Arbitration of an Interconnection Agreement With Intermedia Communications, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996. GPSC Docket No. 11644-U (June 29, 2000) (“Georgia Order”). The Georgia Order held the ISP Declaratory Ruling provided authority to order BellSouth to recompense Intermedia as the Commission felt “CLECS should be compensated for costs imposed on their systems, including

costs for transport and delivery of ISP-bound calls.” Georgia Order, at p. 5. This Commission should likewise order BellSouth to compensate TCG under the reciprocal compensation provisions of the New TCG Agreement to compensate TCG for the costs incurred by TCG and the usage of TCG's systems and networks to terminate ISP-bound calls originated by BellSouth's end users.

#### **VIII. PRAYER FOR RELIEF**

WHEREFORE, TCG requests that the Commission: (1) determine that TCG's “new” Agreement with BellSouth, adopted on July 14, 1999, had the same intent, effect and application as TCG's previously-negotiated “old” agreement with BellSouth, such that the Commission's previous Order applies to the “new” Agreement in dispute; (2) find BellSouth responsible under the New TCG Agreement for payment of reciprocal compensation, including ISP traffic and switched access charges; (3) determine that BellSouth breached the New TCG Agreement by failing to pay TCG reciprocal compensation for the transport and termination of Local Traffic originated by BellSouth's end-user customers and sent to TCG for termination at ISPs that are TCG's end-user customers and switched access charges; (4) enforce the New TCG Agreement between TCG and BellSouth by ordering BellSouth to pay TCG reciprocal compensation for termination of ISP-bound traffic and switched access charges for the period of July 14, 1999 through the expiration of the New TCG Agreement on June 10, 2000, which amount to \$9,820,731.44, in addition to late payment assessments which amount to \$1,337,130.30, totaling \$11,157,861.74; and (5) grant such other relief as the Commission deems appropriate.

Respectfully submitted,

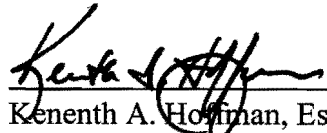
  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the Complaint of TCG against BellSouth Telecommunications, Inc. was furnished by U. S. Mail this 20th day of December, 2000 to the following:

Nancy White, Esq.  
c/o Nancy Sims  
BellSouth Telecommunications, Inc.  
150 N. Monroe Street  
Suite 400  
Tallahassee, FL 32301

Martha C. Brown, Esq.  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Room 370  
Tallahassee, FL 32399-0850

  
\_\_\_\_\_  
Kenneth A. Hoffman, Esq.

**AGREEMENT**

between

BellSouth Telecommunications, Inc.

and AT&T Communications of the Southern States, Inc.

Effective Date: June 10, 1997

FLORIDA



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Attachment 2	Services Description: Unbundled Network Elements
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Attachment 4	Provisioning and Ordering
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## **AGREEMENT**

### **PREFACE**

This Agreement, which shall become effective as of the 10th day of June, 1997, is entered into by and between AT&T Communications of the Southern States, Inc., a New York Corporation, having an office at 1200 Peachtree Street, N.E., Atlanta, Georgia 30309, on behalf of itself, its successors and assigns, (individually and collectively "AT&T"), and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, on behalf of itself, its successors and assigns, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375.

### **RECITALS**

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

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

WHEREAS, BellSouth is willing to provide Telecommunications Services for resale, Interconnection, Unbundled Network Elements and Ancillary Functions which include, but are not limited to, access to poles, ducts, conduits and rights-of-way, and collocation of equipment at BellSouth's Premises on the terms and subject to the conditions of this Agreement; and

WHEREAS, AT&T is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement with AT&T for the provision of Interconnection, Unbundled Network Elements, and Ancillary Functions as well as Telecommunications Services for resale, pursuant to the Act and in conformance with BellSouth's duties under the Act,

NOW, THEREFORE, in consideration of the promises and the mutual covenants of this Agreement, AT&T and BellSouth hereby agree as follows:

### **DEFINITIONS and ACRONYMS**

For purposes of this Agreement, certain terms have been defined in Attachment 11 and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used

in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning in the Act. For convenience of reference, Attachment 10 provides a list of acronyms used throughout this Agreement.

## **GENERAL TERMS AND CONDITIONS**

### **1. Provision of Local Service and Unbundled Network Elements**

This Agreement sets forth the terms, conditions and prices under which BellSouth agrees to provide (a) Telecommunications Service that BellSouth currently provides, or may offer hereafter for resale along with the Support Functions and Service Functions set forth in this Agreement (hereinafter collectively referred to as "Local Services") and (b) certain unbundled Network Elements, or combinations of such Network Elements ("Combinations") and (c) Ancillary Functions to AT&T (Local Services, Network Elements, Combinations, and Ancillary Functions, collectively referred to as "Services and Elements"). This Agreement also sets forth the terms and conditions for the interconnection of AT&T's network to BellSouth's network and the mutual and reciprocal compensation for the transport and termination of telecommunications. BellSouth may fulfill the requirements imposed upon it by this Agreement by itself or, in the case of directory listings for white pages may cause BellSouth Advertising and Publishing Company ("BAPCO") to take such actions to fulfill BellSouth's responsibilities. This Agreement includes Parts I through IV, and their Attachments 1 - 15 and all accompanying Appendices and Exhibits. Unless otherwise provided in this Agreement, BellSouth will perform all of its obligations hereunder throughout its entire service area. The Parties further agree to comply with all provisions of the Act, including Section 271(e) (1).

1.A The Services and Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by AT&T itself or by any other vendor. AT&T may purchase unbundled Network Elements for the purpose of combining Network Elements in any manner that is technically feasible, including recreating existing BellSouth services.

1.1 Subject to the requirements of this Agreement, AT&T may, at any time add, relocate or modify any Services and Elements purchased hereunder. Requests for additions or other changes shall be handled pursuant to the Bona Fide Request Process provided in Attachment 14. Terminations of any

Services or Elements shall be handled pursuant to Section 3.1 of the General Terms and Conditions of this Agreement.

1.2 BellSouth shall not discontinue any Network Element, Ancillary Function, or Combination provided hereunder without the prior written consent of AT&T. Such consent shall not be unreasonably withheld. BellSouth shall not discontinue any Local Service provided hereunder unless BellSouth provides AT&T prior written notice of intent to discontinue any such service. BellSouth agrees to make any such service available to AT&T for resale to AT&T's Customers who are subscribers of such services from AT&T until the date BellSouth discontinues any such service for BellSouth's customers. BellSouth also agrees to adopt a reasonable, nondiscriminatory transition schedule for BellSouth or AT&T Customers who may be purchasing any such service.

1.3 This Agreement may be amended from time to time as mutually agreed in writing between the Parties. The Parties agree that neither Party will take any action to proceed, nor shall either have any obligation to proceed on a requested change unless and until a modification to this Agreement is signed by authorized representatives of each Party.

## 2. Term of Agreement

2.1 When executed by authorized representatives of BellSouth and AT&T, this Agreement shall become effective as of the Effective Date stated above, and shall expire three (3) years from the Effective Date unless terminated in accordance with the provisions of Section 3.2 of the General Terms and Conditions.

2.2 No later than one hundred and eighty (180) days prior to the expiration of this Agreement, the Parties agree to commence negotiations with regard to the terms, conditions, and prices of a follow-on agreement for the provision of Services and Elements to be effective on or before the expiration date of this Agreement ("Follow-on Agreement"). The Parties further agree that any such Follow-on Agreement shall be for a term of no less than three (3) years unless the Parties agree otherwise.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referenced to Section 2.2, above, the Parties are unable to satisfactorily negotiate new terms, conditions and prices, either Party may petition the Commission to establish an appropriate Follow-on Agreement pursuant to 47 U.S.C. § 252. The Parties agree that in such event they shall encourage the Commission to issue its order regarding such Follow-on Agreement no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order by the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this

Agreement to negotiate without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective, retroactive to the day following the expiration date of this Agreement. Until the Follow-on Agreement becomes effective, BellSouth shall provide Services and Elements pursuant to the terms, conditions and prices of this Agreement that are then in effect. Prior to filing a Petition pursuant to this Section 2.3, the Parties agree to utilize the informal dispute resolution process provided in Section 3 of Attachment 1.

3. **Termination of Agreement; Transitional Support**

3.1 AT&T may terminate any Local Service(s), Network Element(s), Combination(s), or Ancillary Function(s) provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such Local Services(s), Network Element(s), or Combination(s) in this Agreement or pursuant to any applicable tariff, in which event such specific period or conditions shall apply, provided such period or condition is reasonable, nondiscriminatory and narrowly tailored. Where there is no such different notice period or different condition specified, AT&T's liability shall be limited to payment of the amounts due for any terminated Local Service(s), Network Element(s), Combination(s) or Ancillary Service provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of section 10, infra, shall still apply. Upon termination, BellSouth agrees to cooperate in an orderly and efficient transition to AT&T or another vendor such that the level and quality of the Services and Elements is not degraded and to exercise its best efforts to effect an orderly and efficient transition. AT&T agrees that it may not terminate the entire Agreement pursuant to this section.

3.2 If a Party is in breach of a material term or condition of this Agreement ("Defaulting Party"), the other Party shall provide written notice of such breach to the Defaulting Party. The Defaulting Party shall have ten (10) business days from receipt of notice to cure the breach. If the breach is not cured, the Parties shall follow the dispute resolution procedure of Section 16 of the General Terms and Conditions and Attachment 1. If the Arbitrator determines that a breach has occurred and the Defaulting Party fails to comply with the decision of the Arbitrator within the time period provided by the Arbitrator (or a period of thirty (30) days if no time period is provided for in the Arbitrator's order), this Agreement may be terminated in whole or part by the other Party upon sixty (60) days prior written notice.

4. **Good Faith Performance**

In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice,

approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

5. **Option to Obtain Local Services, Network Elements and Combinations Under Other Agreements**

If as a result of any proceeding or filing before any Court, State Commission, or the Federal Communications Commission, voluntary agreement or arbitration proceeding pursuant to the Act or pursuant to any applicable state law, BellSouth becomes obligated to provide Services and Elements, whether or not presently covered by this Agreement, to a third Party at rates or on terms and conditions more favorable to such third Party than the applicable provisions of this Agreement, AT&T shall have the option to substitute such more favorable rates, terms, and conditions for the relevant provisions of this Agreement which shall apply to the same States as such other Party, and such substituted rates, terms or conditions shall be deemed to have been effective under this Agreement as of the effective date thereof. BellSouth shall provide to AT&T any BellSouth agreement between BellSouth and any third Party within fifteen (15) days of the filing of such agreement with any state Commission.

6. **Responsibility of Each Party**

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

7. **Governmental Compliance**

- 7.1 AT&T and BellSouth each shall comply at its own expense with all Applicable Law that relates to (i) its obligations under or activities in connection with this Agreement or (ii) its activities undertaken at, in connection with or relating to Work Locations. AT&T and BellSouth each agree to indemnify, defend (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) its failure or the failure of its contractors or agents to so comply or (ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. BellSouth, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for BellSouth to provide the Services and Elements pursuant to this Agreement. AT&T, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges which are AT&T's obligation as a provider of telecommunications services to its Customers pursuant to this Agreement.
- 7.2 BellSouth shall accept orders for Service and Elements in accordance with the Federal Communications Commission Rules or State Commission Rules.
8. **Responsibility For Environmental Contamination**
- 8.1 AT&T shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or Release of any Environmental Hazard or Hazardous Materials that AT&T did not introduce to the affected Work Location so long as AT&T's actions do not cause or substantially contribute to the release of any Environmental Hazard or Hazardous Materials. BellSouth shall indemnify, defend (at AT&T's request) and hold harmless AT&T, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard or Hazardous Materials that BellSouth, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard or Hazardous Materials for which BellSouth is responsible under Applicable Law, to the extent the release of any Environmental Hazard or Hazardous Materials is not caused or substantially contributed to by AT&T's actions.
- 8.2 BellSouth shall in no event be liable to AT&T for any costs whatsoever resulting from the presence or Release of any Environmental Hazard or Hazardous Materials that BellSouth did not introduce to the affected Work

Location, so long as BellSouth's actions do not cause or substantially contribute to the release of any Environmental Hazards or Hazardous Materials. AT&T shall indemnify, defend (at BellSouth's request) and hold harmless BellSouth, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard or Hazardous Materials that AT&T, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard or Hazardous Materials for which AT&T is responsible under Applicable Law, to the extent the release of any Environmental Hazard or Hazardous Materials is not caused or substantially contributed to by BellSouth's actions.

9. **Regulatory Matters**

- 9.1 BellSouth shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State Commissions, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. AT&T shall be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory Commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to AT&T Customers contemplated by this Agreement. AT&T shall reasonably cooperate with BellSouth in obtaining and maintaining any required approvals for which BellSouth is responsible, and BellSouth shall reasonably cooperate with AT&T in obtaining and maintaining any required approvals for which AT&T is responsible.
- 9.2 In the event that BellSouth is required by any governmental authority to file a tariff or make another similar filing ("Filing") in order to implement this Agreement, BellSouth shall (i) consult with AT&T reasonably in advance of such Filing about the form and substance of such Filing, (ii) provide to AT&T its proposed tariff and obtain AT&T's agreement on the form and substance of such Filing, and (iii) take all steps reasonably necessary to ensure that such Filing imposes obligations upon BellSouth that are no less favorable than those provided in this Agreement and preserves for AT&T the full benefit of the rights otherwise provided in this Agreement. In no event shall BellSouth file any tariff to implement this Agreement that purports to govern Services and Elements that is inconsistent with the rates and other terms and conditions set forth in this Agreement unless such rate or other terms and conditions are more favorable than those set forth in this Agreement.
- 9.3 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of AT&T or BellSouth to perform any material terms of this Agreement,

AT&T or BellSouth may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and nonappealable) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Alternative Dispute Resolution procedures set forth in Attachment 1.

10. **Liability and Indemnity**

- 10.1 Liabilities of BellSouth - Unless expressly stated otherwise in this Agreement, the liability of BellSouth to AT&T during any Contract Year resulting from any and all causes shall not exceed the amount due and owing by AT&T to BellSouth during the Contract Year in which such cause arises or accrues.
- 10.2 Liabilities of AT&T - Unless expressly stated otherwise in this Agreement, the liability of AT&T to BellSouth during any Contract Year resulting from any and all causes shall not exceed the amount due and owing by AT&T to BellSouth during the Contract Year in which such cause arises or accrues.
- 10.3 Each party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular State) or in any State where it does not file a local service tariff, in an appropriate contract with its customers that relates to the Services and Elements provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.
- 10.4 **No Consequential Damages** - NEITHER AT&T NOR BELLSOUTH SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION 10 SHALL LIMIT BELLSOUTH'S OR AT&T'S



LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY BELLSOUTH'S OR AT&T'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 10 LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS AS SPECIFIED HEREIN.

- 10.5 **Obligation to Indemnify** - Each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party (a "Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from AT&T or AT&T's Customer's use of the Services and Elements provided under this Agreement.
- 10.6 **Obligation to Defend; Notice; Cooperation** - Whenever a Claim shall arise for indemnification under this Section 10, the relevant Indemnitee, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The

Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

11. **Audits and Inspections**

11.1 For carrier billing purposes, the Parties have agreed pursuant to Section 12 of Attachment 6, to create a process for pre-bill certification. Until such time as that process is in place, the audit process provided in Section 11.1 shall apply.

11.1.1 Subject to BellSouth's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, AT&T may audit BellSouth's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of BellSouth's billing and invoicing. AT&T may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to BellSouth.

11.1.2 BellSouth shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by AT&T in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Alternate Dispute Resolution procedures described in Section 16 of the General Terms and Conditions and Attachment 1.

11.1.3 BellSouth shall cooperate fully in any such audit, providing reasonable access to any and all appropriate BellSouth employees and books, records and other documents reasonably necessary to assess the accuracy of BellSouth's bills.

- 11.1.4 AT&T may audit BellSouth's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in BellSouth's favor with an aggregate value of at least two percent (2%) of the amounts payable by AT&T for Services and Elements or Combinations provided during the period covered by the audit.
- 11.1.5 Audits shall be at AT&T's expense, subject to reimbursement by BellSouth in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by AT&T hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit.
- 11.1.6 Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to AT&T or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse AT&T the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.
- 11.2 Subject to reasonable security requirements, either Party may audit the books, records and other documents of the other for the purpose of evaluating usage pertaining to transport and termination of local traffic. Where such usage data is being transmitted through CABS, the audit shall be conducted in accordance with CABS or other applicable requirements approved by the appropriate State Commission. If data is not being transferred via CABS, either Party may request an audit for such purpose once each Contract Year. Either Party may employ other persons or firms for this purpose. Any such audit shall take place no later than thirty (30) days after notice thereof to the other Party.
- 11.2.1 Either Party shall promptly correct any reported usage error that is revealed in an audit, including making payment of any underpayment after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Alternate Dispute Resolution procedures described in Section 16 of the General Terms and Conditions and Attachment 1.
- 11.2.2 The Parties shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic.

**12. Performance Measurement**

- 12.1 In providing Services and Elements, BellSouth will provide AT&T with the quality of service BellSouth provides itself and its end-users. BellSouth's performance under this Agreement shall provide AT&T with the capability to meet standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law or its own internal procedures. BellSouth shall satisfy all service standards, measurements, and performance requirements set forth in the Agreement and the measurements specified in Attachment 12 of this Agreement. Any conflict between the standards, measurements, and performance requirements BellSouth provides itself and the standards, measurements and performance requirements set forth in Attachment 12 shall be resolved in favor of the higher standard, measurement and performance.
- 12.2 The Parties acknowledge that the need will arise for changes to the measurements specified in Attachment 12 during the term of this Agreement. Such changes may include the addition or deletion of measurements or a change in the performance standard for any particular metric, as well as the provision of target performance levels, as set forth in Attachment 12. Unless otherwise specified in Attachment 12, the parties agree to review all measurements on a quarterly basis to determine if any changes are appropriate, and may include the provision to AT&T of any additional measurements BellSouth may provide itself.
- 12.3 The Parties agree to monitor actual performance on a monthly basis and, if the Parties conclude it is required, develop a process improvement plan to improve quality of service provided as measured by the performance measurements, if necessary. Such a plan shall be developed where BellSouth's performance falls below either the level of performance it provides itself or the level of performance required in Attachment 12.
13. **DELETED**
14. **Force Majeure**
- 14.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, strikes, earthquakes, volcanic actions, wars, civil disturbances, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Force Majeure shall not include acts of any Governmental Authority relating to environmental, health or safety conditions at Work Locations. If any Force Majeure condition occurs, the Party whose

performance fails or is delayed because of such Force Majeure condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable.

14.2 Notwithstanding Subsection 1, no delay or other failure to perform shall be excused pursuant to this Section 14 by the acts or omission of a Party's

subcontractors, material persons, suppliers or other third persons providing products or services to such Party unless: (i) such acts or omissions are themselves the product of a Force Majeure condition, (ii) such acts or omissions do not relate to environmental, health or safety conditions at Work Locations and, (iii) unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Notwithstanding the foregoing, this Section 14 shall not excuse failure or delays where BellSouth is required to implement Disaster Recovery plans to avoid such failures and delays in performance.

15. **Certain Federal, State and Local Taxes**

15.1 **Definition** For purposes of this Section 15, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed on, or sought to be imposed, either of the parties and measured by the charges or payments, for the services furnished hereunder, excluding any taxes levied on income.

15.2 **Taxes And Fees Imposed Directly On Either Seller Or Purchaser**

15.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its Customer, shall be borne and paid by the providing Party.

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

15.3 **Taxes And Fees Imposed On Purchaser But Collected And Remitted By Seller**

15.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

15.3.2 To the extent permitted by Applicable Law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

- 15.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be lawfully due, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue the contest in the name of providing Party and providing Party shall have the opportunity to participate fully in the preparation of such contest. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 15.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency or such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 15.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 15.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereof, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 15.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 15.4 **Taxes And Fees Imposed On Seller But Passed On To Purchaser**

- 15.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its Customer, shall be borne by the purchasing Party.
- 15.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 15.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain responsibility for determining whether and to what extent any such taxes or fees are applicable. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees, provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue the contest in the name of the providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.
- 15.4.4 If, after consultation in accordance with the preceding Section 15.4.3, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in Section 16 of the General Terms and Conditions of this Agreement and Attachment 1. Utilization of the dispute resolution process shall not relieve the purchasing party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.



- 15.4.5 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee with the imposing authority, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 15.4.6 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 15.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 15.4.8 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority, such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

15.5 **Mutual Cooperation**

In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest. Each Party agrees to indemnify and hold harmless the other Party from and against any losses, damages, claims, demands, suits, liabilities, and expenses, including reasonable attorney's fees, that arise out of its failure to perform its obligations under this Section.

16. **Alternative Dispute Resolution**

- 16.1 All disputes, claims or disagreements (collectively "Disputes") arising under or related to this Agreement or the breach hereof shall be resolved in accordance with the procedures set forth in Attachment 1, except: (i) disputes arising pursuant to Attachment 6, Connectivity Billing; and (ii) disputes or matters for which the Telecommunications Act of 1996 specifies a particular remedy or procedure. Disputes involving matters subject to the Connectivity Billing

provisions contained in Attachment 6, shall be resolved in accordance with the Billing Disputes section of Attachment 6. In no event shall the Parties permit the pendency of a Dispute to disrupt service to any AT&T Customer contemplated by this Agreement. The foregoing notwithstanding, neither this Section nor Attachment 1 shall be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders. A request by a Party to a court or a regulatory authority for interim measures or equitable relief shall not be deemed a waiver of the obligation to comply with Attachment 1.

17. **Notices**

Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or delivered by prepaid overnight express service to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

If to AT&T:

Pamela A. Nelson  
Vendor Management  
AT&T  
1200 Peachtree St., N.E.  
Atlanta, GA 30309

If to BellSouth:

Randy Jenkins  
Interconnection Services  
Suite 410  
1960 W. Exchange Place  
Tucker, GA 30064

Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication shall be deemed given when received.

18. **Confidentiality and Proprietary Information**

18.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by the Discloser to the Recipient. All information which is disclosed by one Party to the other in connection with this Agreement shall automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise

confirmed in writing by the Discloser. In addition, by way of example and not limitation, all orders for Services and Elements placed by AT&T pursuant to this Agreement, and information that would constitute Customer Proprietary Network pursuant to the Act and the rules and regulations of the Federal Communications Commission, and Recorded Usage Data as described in Attachment 7, whether disclosed by AT&T to BellSouth or otherwise acquired by BellSouth in the course of the performance of this Agreement, shall be deemed Confidential Information of AT&T for all purposes under this Agreement.

- 18.2 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third Party agent or consultant, the agent or consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.
- 18.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.
- 18.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 18.5 The Recipient shall have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party shall have the right to disclose Confidential Information to

any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration or approval of this Agreement or in any proceedings concerning the provision of interLATA services by BellSouth that are or may be required by the Act. Additionally, the Recipient may disclose Confidential Information if so required by law, a court, or governmental agency, so long as the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the requirement. In all cases, the Recipient must undertake all lawful measures to avoid disclosing such information until Discloser has had reasonable time to seek and comply with a protective order that covers the Confidential Information to be disclosed.

- 18.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination.
- 18.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information.
- 18.8 Each Party agrees that the Discloser would be irreparably injured by a breach of this Agreement by the Recipient or its representatives and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

19. **Branding**

The Parties agree that the services offered by AT&T that incorporate Services and Elements made available to AT&T pursuant to this Agreement shall be branded as AT&T services, unless BellSouth determines to unbrand such Services and Elements for itself, in which event BellSouth may provide unbranded Services and Elements. AT&T shall provide the exclusive interface to AT&T Customers, except as AT&T shall otherwise specify. In those instances where AT&T requires BellSouth personnel or systems to interface with AT&T Customers, such personnel shall identify themselves as representing AT&T, and shall not identify themselves as representing BellSouth. Except for material provided by AT&T, all forms, business cards or other business materials furnished by BellSouth to AT&T Customers shall be subject to AT&T's prior review and approval. In no event shall BellSouth, acting on behalf of AT&T pursuant to this Agreement, provide information to AT&T local service Customers about BellSouth products or services. BellSouth

agrees to provide in sufficient time for AT&T to review and provide comments, the methods and procedures, training and approaches, to be used by BellSouth to assure that BellSouth meets AT&T's branding requirement. For installation and repair services, AT&T agrees to provide BellSouth with branded material at no charge for use by BellSouth ("Leave Behind Material"). AT&T will reimburse BellSouth for the reasonable and demonstrable costs BellSouth would otherwise incur as a result of the use of the generic leave behind material. BellSouth will notify AT&T of material supply exhaust in sufficient time that material will always be available. BellSouth may leave a generic card if BellSouth does not have an AT&T specific card available. BellSouth will not be liable for any error, mistake or omission, other than intentional acts or omissions or gross negligence, resulting from the requirements to distribute AT&T's Leave Behind Material.

20. **Directory Listings Requirements**

20.1 BellSouth shall make available to AT&T, for AT&T subscribers, non-discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the below terms and conditions. In no event shall AT&T subscribers receive Directory Listings that are at less favorable rates, terms or conditions than the rates, terms or conditions that BellSouth provides its subscribers.

20.1.1 **DELETED**

20.1.2 **DELETED**

20.1.3 Subject to execution of an Agreement between AT&T and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO") substantially in the form set forth in Attachment 13: (1) listings shall be included in the appropriate White Pages or local alphabetical directories (including Foreign Language directories as appropriate), via the BellSouth ordering process, (basic listing shall be at no charge to AT&T or AT&T's subscribers); (2) AT&T's business subscribers' listings shall also be included in the appropriate Yellow Pages or local classified directories, via the BellSouth ordering process, at no charge to AT&T or AT&T's subscribers; (3) copies of such directories shall be delivered by BAPCO to AT&T's subscribers; (4) AT&T will sell enhanced White Pages Listings to AT&T subscribers and BellSouth shall provide the enhanced White Listings; and (5) Yellow Pages Advertising will be sold and billed to AT&T subscribers.

20.1.4 BAPCO will provide AT&T the necessary publishing information to process AT&T's subscribers directory listings requests including, but not limited to:

1. Classified Heading Information

2. Telephone Directory Coverage Areas by NPA/NXX
3. Publishing Schedules
4. Processes for Obtaining Foreign Directories
5. Information about Listing AT&T's Customer Services, including telephone numbers, in the Customer Call Guide Pages.

20.2 BellSouth will provide AT&T the proper format for submitting subscriber listings as outlined in the OLEC Handbook. BellSouth and BAPCO will accord AT&T's directory listing information the same level of confidentiality that BellSouth and BAPCO accord BellSouth's and BAPCO'S own directory listing information, and BellSouth shall limit access to AT&T's Customer proprietary, confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

20.3 BellSouth will include AT&T subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge AT&T to maintain the Directory Assistance database. The Parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format, and content of listing information.

20.4 **DELETED**

21. **Subscriber List Information/Local Number Portability**

21.1 **DELETED**

21.2 BellSouth shall refer any requests from third parties for AT&T's Subscriber List Information to AT&T.

21.3 Local Number Portability shall be provided as set forth in Attachment 8.

21.A **Insurance Requirements**

At all times during the term of this Agreement, each Party shall maintain, at its own expense, (i) all insurance required by applicable Law including insurance and approved self insurance for statutory workers compensation coverage and (ii) commercial general liability coverage in the amount of not less than ten million dollars (\$10,000,000) or a combination of commercial general liability and excess/umbrella coverage totaling ten million dollars (\$10,000,000 ). Upon request from the other Party, each Party shall furnish the other Party with certificates of insurance which evidence the minimum levels of insurance set forth herein. Each Party may satisfy all or part of the coverage specified herein through self insurance. Each Party shall give the other Party at least thirty (30)

days advance written notice of any cancellation or non-renewal of insurance required by this Section.

**21.B Costs**

Except as otherwise specified in this Agreement, the Act, or any Commission order, each Party shall be responsible for all costs and expenses that it incurs to comply with its obligations under this Agreement.

**21.B.1 DELETED**

**21.C Pre-Ordering Information**

**21.C.1** BellSouth shall provide AT&T with access on a real-time basis via electronic interfaces to all services and features technically available from each switch, by switch CLLI and access to street address detail for the provisioning of a service request. This information is currently contained in BellSouth's Regional Street Address Guide ("RSAG") and Products and Services Inventory Management (P/SIMS).

**21.C.2** If AT&T dials in, AT&T will obtain from BellSouth a security card featuring a unique password identification which will be changed periodically by BellSouth. A nonrecurring charge of One Hundred (\$100.00) Dollars will be applied to each security card provided, including duplicates furnished to additional users or furnished as a replacement of lost or stolen cards.

**21.C.3** AT&T acknowledges that (i) this information is provided for the limited purposes of facilitating the establishment of new Customer accounts and identifying services and features available in specific BellSouth central offices. AT&T agrees that it will not sell or otherwise transfer such information to any third Party for any purpose whatsoever without the prior written consent of BellSouth; (ii) BellSouth does not warrant that services provided under this Section will be uninterrupted or error free. In the event of interruptions, delays, errors or other failure of the services, BellSouth's obligation shall be limited to using reasonable efforts under the circumstances to restore the services. BellSouth shall have no obligation to retrieve or reconstruct any transmitted messages or transmission data which may be lost or damaged. AT&T is responsible for providing back-up for data deemed by BellSouth to be necessary to its operations; (iii) the services provided under this Section are provided "As Is." BellSouth makes no warranty, express or implied, with respect to the services, including but not limited to any warranty of merchantability or fitness for a particular purpose, which warranties are hereby expressly disclaimed.

**21.D Disaster Recovery**

BellSouth and AT&T agree to jointly develop and implement a detailed service restoration plan and disaster recovery plan to be in effect by December 31, 1997. A joint task team will commence development no later than November 1, 1996, for implementation throughout 1997 reaching full deployment by December 31, 1997.

Such plans shall incorporate BellSouth Emergency Contingency Plans for Residence and Business Repair Centers. The Plans shall conform to the FCC Restoration Guidelines, to the National Security Emergency Preparedness ("NSEP") procedures and adhere to the guidelines developed by the Telecommunications Service Priority ("TSP") System office within the National Communications System ("NCS") Agency.

In developing the plans, the team will address the following AT&T proposed terms: (i) provision for immediate notification to AT&T via the Electronic Interface, to be established pursuant to Section 3 of Attachment 6 of the Agreement, of the existence, location, and source of any emergency network outage affecting AT&T Customers; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all Local Services and Network Elements or Combinations; (iii) establishment of procedures to provide AT&T with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) provision of an inventory and description of mobile restoration equipment by locations; (v) establishment of methods and procedures for the dispatch of mobile equipment to the restoration site; (vi) establishment of methods and procedures for re-provisioning all Services and Elements, after initial restoration; (vii) provision for equal priority, as between AT&T Customers and BellSouth Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, but not limited to, deployment of repair personnel and access to spare parts and components; and (viii) establishment of a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, available twenty-four (24) hours per day, seven (7) days per week.

Such plans shall be modified and updated as necessary. For purposes of this Section, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period in a single exchange.

In the event the Parties are unable to reach agreement on either plan, the matter shall be resolved pursuant to Section 16 and Attachment 1 of this Agreement.

## 22. **Miscellaneous**

### 22.1 **Delegation or Assignment**



BellSouth may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of AT&T which will not be unreasonably withheld. Notwithstanding the foregoing, BellSouth may assign its rights and benefits and delegate its duties and obligations under this Agreement without the consent of AT&T to a 100 percent owned Affiliate company of BellSouth if such Affiliate provides wireline communications, provided that the performance of any such assignee is guaranteed by the assignor. Any prohibited assignment or delegations shall be null and void.

## 22.2 **Subcontracting**

If any Party's obligation under this Agreement is performed by a subcontractor or Affiliate, the Party subcontracting the obligation nevertheless shall remain fully responsible for the performance of this Agreement in accordance with its terms, and shall be solely responsible for payments due its subcontractors or Affiliate. In entering into any contract, subcontract or other agreement for the performance of any obligation under this Agreement, the Party shall not enter into any agreement that it would not enter into if the supplier was performing services directly for said Party.

## 22.3 **Nonexclusive Remedies**

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.

## 22.4 **No Third-Party Beneficiaries**

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third Parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

## 22.5 **Referenced Documents**

Whenever any provision of this Agreement refers to a technical reference, technical publication, AT&T Practice, BellSouth Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, AT&T Practice, BellSouth Practice, or publication of industry standards (unless AT&T elects otherwise). Should there be an inconsistency between or among publications

or standards, the Parties shall mutually agree upon which requirement shall apply. If the Parties cannot reach agreement, the matter shall be handled pursuant to Attachment 1 of this Agreement.

#### 22.6 **Applicable Law**

The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of Florida other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law shall govern such aspect. The Parties submit to personal jurisdiction in Atlanta, Georgia, and waive any objections to a Georgia venue.

#### 22.7 **Publicity and Advertising**

Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.

#### 22.8 **Amendments or Waivers**

Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

#### 22.9 **Severability**

If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions.

#### 22.10 **Entire Agreement**

This Agreement, which shall include the Attachments, Appendices and other documents referenced herein, constitutes the entire Agreement between the

Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

22.11 **Survival of Obligations**

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

22.12 **Executed in Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

22.13 **Headings of No Force or Effect**

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

**Part I: Local Services Resale**

**23. Telecommunications Services Provided for Resale**

23.1 At the request of AT&T, and pursuant to the requirements of the Act, BellSouth will make available to AT&T for resale (see Section 24.3 of Part 1) any Telecommunications Service that BellSouth currently provides, or may offer hereafter. BellSouth shall also provide Support Functions and Service Functions, as set forth in Sections 27 and 28 of this Part. The Telecommunications Services, Service Functions and Support Functions provided by BellSouth to AT&T pursuant to this Agreement are collectively referred to as "Local Service."

23.2 This Part describes several services which BellSouth shall make available to AT&T for resale pursuant to this Agreement. This list of services is neither all inclusive nor exclusive. All Telecommunications Services of BellSouth which are to be offered for resale pursuant to the Act are subject to the terms herein, even though they are not specifically enumerated or described.

**23.2.1 Features and Functions Subject to Resale**

BellSouth agrees to make available for resale all features and functions available in connection with Telecommunications Services, including but not limited to the following:

- Dial tone and ring
- Capability for either dial pulse or touch tone recognition
- Capability to complete calls to any location
- Same extended local calling area
- 1+ IntraLATA toll calling
- PIC 1+ service
- CIC dialing (10 XXXX)
- Same access to vertical features and functions
- Call detail recording capability required for end user billing
- Flat and Measured Service
- International Calling
- 911, 500, 700, 800, 888, 900, 976 dialing
- Ringling
- Repeat dial capability
- Multi-line hunting
- PBX trunks and DID service

23.3 BellSouth will provide AT&T with at least the capability to provide an AT&T Customer the same experience as BellSouth provides its own Customers with respect to all Local Services. The capability provided to AT&T by BellSouth shall be in accordance with standards or other measurements that are at least

equal to the level that BellSouth provides or is required to provide by law and its own internal procedures.

24. **General Terms and Conditions for Resale**

24.1 **Primary Local Exchange Carrier Selection**

BellSouth shall apply the principles set forth in Section 64.1100 of the Federal Communications Commission Rules, 47 C.F.R. §64.1100, to the process for end-user selection of a primary local exchange carrier. BellSouth shall not require a disconnect order from the Customer, another carrier, or another entity, in order to process an AT&T order for Local Service for a Customer.

24.2 **Pricing**

The prices charged to AT&T for Local Service are set forth in Part IV of this Agreement.

24.3 **Restrictions on Resale**

With the exception of short-term promotions, defined as those promotions that are offered for a ninety (90) day period or less and which are not offered on a consecutive basis, BellSouth shall offer for resale at wholesale prices all telecommunications services that BellSouth provides at retail to non-telecommunications carriers, including governmental bodies and information providers. Short-term promotions may be resold at the retail rate. Long term promotions, defined as those promotions that are offered for more than a ninety (90) day period, may be resold at the tariff rate less the wholesale discount.

No terms and conditions, including use and user restrictions, shall be applicable to the resale of BellSouth's telecommunications services except for:

- (i) a restriction on the resale of residential service to residential customers;
- (ii) LifeLine/Link-up services shall be available for resale by AT&T only to those customers who are eligible to purchase such service directly from BellSouth;
- (iii) All grandfathered services are available for resale by AT&T to those customers or subscribers who already have grandfathered status; and
- (iv) N11/E911/911 services shall be available for resale by AT&T.

### 24.3.1 **Dialing Parity**

24.3.1.1 BellSouth agrees that AT&T Customers will experience the same dialing parity as BellSouth's Customers, such that, for all call types: (i) an AT&T Customer is not required to dial any greater number of digits than a BellSouth Customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an AT&T Customer is at least equal in quality to that experienced by a BellSouth Customer; and (iii) the AT&T Customer may retain its local telephone number.

### 24.3.2 **Changes in Retail Service**

24.3.2.1 BellSouth agrees to notify AT&T electronically of any changes in the terms and conditions under which it offers Telecommunications Services to subscribers who are non-telecommunications carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services or promotions, at least forty-five (45) days prior to the effective date of any such change or concurrent with BellSouth's internal notification process for such change, whichever is earlier. AT&T recognizes that certain revisions may occur between the time BellSouth notifies AT&T of a change pursuant to this Section and BellSouth's tariff filing of such change. BellSouth shall notify AT&T of such revisions consistent with BellSouth's internal notification process but AT&T accepts the consequences of such mid-stream changes as an uncertainty of doing business and, therefore, will not hold BellSouth responsible for any resulting inconvenience or cost incurred by AT&T unless caused by the intentional misconduct of BellSouth for the purposes of this section. The notification given pursuant to this Section will not be used by either party to market its offering of such changed services externally in advance of BellSouth filing of any such changes.

24.3.2.2 BellSouth agrees to notify AT&T electronically of proposed price changes at least thirty (30) days prior to the effective date of any such price change.

24.3.2.3 BellSouth agrees to use electronic mail to notify AT&T of any operational changes within at least six (6) months before such changes are proposed to become effective and within twelve months for any technological changes. If such operational or technological changes occur within the six or twelve month notification period, BellSouth will notify AT&T of the changes concurrent with BellSouth's internal notification process for such changes.

## 25. **Requirements for Specific Services**

### 25.1 **CENTREX Requirements**

At AT&T's option, AT&T may purchase CENTREX services. Where AT&T purchases such CENTREX services, AT&T may purchase the entire set of features, any single feature, or any combination of features which BellSouth has the capability to provide. BellSouth will provide AT&T with the same service levels and features of CENTREX Service provided by BellSouth to its end users. Requests by AT&T for CENTREX Service levels and features that are different from what BellSouth provides to its end users will be handled under the Bona Fide Request Process. The CENTREX service provided for resale will meet the following requirements:

- 25.1.1 All features and functions of CENTREX Service, whether offered under tariff or otherwise, shall be available to AT&T for resale, without any geographic or Customer class restrictions.
- 25.1.2 BellSouth's CENTREX Service may be used by AT&T to provide Local Service to AT&T's end users
- 25.1.3 BellSouth shall provide to AT&T a list which describes all CENTREX features and functions offered by BellSouth within ten (10) days of the Effective Date, and shall provide updates to said list as required by Section 24.3.2 of Part 1.
- 25.1.4 **DELETED**
- 25.1.5 AT&T may aggregate the CENTREX local exchange and IntraLATA traffic usage of AT&T Customers to qualify for volume discounts on the basis of such aggregated usage.
- 25.1.6 AT&T may aggregate multiple AT&T Customers on dedicated access facilities. AT&T may require that BellSouth suppress the need for AT&T Customers to dial "9" when placing calls outside the CENTREX System. When dedicated facilities are utilized, BellSouth will provide, upon AT&T's request, station ID or ANI, as well as FGD trunking.
- 25.1.7 AT&T may use remote call forwarding in conjunction with CENTREX Service to provide service to AT&T Local Service Customers residing outside of the geographic territory in which BellSouth provides local exchange service. In cases where existing BellSouth Customers choose AT&T for their local service provider, and where AT&T serves these Customers via CENTREX, in order that such Customers may keep the same phone number, BellSouth shall either move Customer's line and phone number to a CENTREX system, or use remote call forwarding to route Customer's old phone number to new CENTREX phone number. Not all features and functions will be compatible when remote call forwarding is utilized. In such cases, AT&T customers shall have the same functionality as BellSouth customers under the same circumstances.

25.1.8 **DELETED**

25.1.9 BellSouth shall make available to AT&T for resale, at no additional charge, intercom calling among all AT&T Customers who utilize resold CENTREX service where the AT&T Customers' numbers all reside in the same central office switch.

25.1.10 AT&T may utilize BellSouth's Automatic Route Selection (ARS) service features to provision and route calls from various end users to various Interexchange Carriers (IXC) Networks.

25.2 **CLASS and Custom Features Requirements**

AT&T may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, on a Customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service. BellSouth shall provide to AT&T a list of all such CLASS and Custom features and functions within ten (10) days of the Effective Date and shall provide updates to such list when new features and functions become available.

25.3 **Voluntary Federal and State Customer Financial Assistance Programs**

Local Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America ("Voluntary Federal Customer Financial Assistance Programs"). When a BellSouth Customer eligible for the Voluntary Federal Customer Financial Assistance Program or other similar state programs chooses to obtain Local Service from AT&T, BellSouth shall forward available information regarding such Customer's eligibility to participate in such programs to AT&T, in accordance with procedures to be mutually established by the Parties and applicable state and federal law.

25.4 **E911/911 Services**

BellSouth shall provide access to E911/911 in the same manner that it is provided to BellSouth Customers. BellSouth will enable AT&T Customers to have E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). BellSouth shall provide and validate AT&T Customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the AT&T Customer service information in the ALI/DMS (Automatic Location Identification/Database Management System) used to support E911/911 services.

25.4.1 **DELETED**



## 25.4.2 Telephone Relay Service

Where BellSouth provides to speech and hearing-impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type message recipient's response to the speech or hearing-impaired caller ("Telephone Relay Service"), BellSouth shall make such service available to AT&T at no additional charge, for use by AT&T Customers who are speech or hearing-impaired. If BellSouth maintains a record of Customers who qualify under any applicable law for Telephone Relay Service, BellSouth shall make such data available to AT&T as it pertains to AT&T Customers.

## 25.5 Contract Service Arrangements ("CSAS")

25.5.1 CSA's shall be available for resale at the wholesale discount.

25.5.2 If AT&T identifies a specific CSA, BellSouth shall provide AT&T a copy within ten (10) business days of AT&T's request.

25.6 **DELETED**

25.7 **DELETED**

25.8 **DELETED**

25.9 **DELETED**

## 25.10 Nonrecurring Services

25.10.1 BellSouth shall offer for resale all non-recurring services.

## 25.11 Inside Wire Maintenance Service

25.11.1 BellSouth shall provide Inside Wire Maintenance Service for resold services, but the resale discount will not apply.

## 25.12 Pay Phone Service

BellSouth shall offer for resale, at a minimum, the following pay phone services: Coin Line (currently sold as SmartLine<sup>SM</sup>), COCOT Line Coin (currently sold as Independent Payphone Provider (IPP) Line), and COCOT Line Coinless (currently sold as IPP Line Coinless). To the extent BellSouth demonstrates that it does not provide the payphone features and functionality requested by AT&T to BellSouth Customers, AT&T may request that BellSouth provide such functionality pursuant to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.

- Billed Number Screening
- Originating line screening
- Ability to "freeze" PIC selection
- One bill per line
- Point of demarcation at the Network Interface location
- Detailed billing showing all 1+ traffic on paper, diskette or electronic format
- Wire Maintenance option
- Touchtone service
- Option for listed or non-listed numbers
- Access to 911 service
- One directory per line
- Access to ANI Information
- Line and/or station monitoring and diagnostic routines

25.12.1 In addition, BellSouth shall offer for resale, at a minimum, the following features with its resold Coin Line service:

- Access to all CO intelligence required to perform answer detection, coin collection, coin return, and disconnect.
- Answer Detection
- Option to block all 1+ calls to international destinations
- IntraLATA Call Timing
- Option of one way or two way service on line
- Coin Refund and Repair Referral Service
- Ability to block any 1+ service that cannot be rated by the coin circuits
- AT&T rate tables for local and intraLATA service
- Option of Flat Rate Service or Measured Service or both
- Protect against clip on fraud
- Protect against blue box fraud

25.12.2 BellSouth shall offer for resale, at a minimum, the following features with its COCOT Line Coin and COCOT Line Coinless services:

- Ability to keep existing serving telephone numbers if cutover to AT&T Resale Line
- Option of One Way or Two Way service on the line
- Option of Flat Rate Service or Measured Service or both

25.12.3 BellSouth shall offer for resale, at a minimum, the following feature with its COCOT Line Coin service:

- Blocking for 1+ international, 10XXXX1+ international, 101XXXX1+ international, 1+900, N11, 976
- Option to block all 1-700 and 1-500 calls
- Line side supervision option

25.12.4 BellSouth shall offer for resale, at a minimum, the following features with its COCOT Line Coinless service:

Blocking for 1+ international, 10XXXX1+ international, 101XXXX1+ international, 1+900, N11, 976, 7 or 10 digit local, 1+DDD

25.12.5 BellSouth shall offer for resale, at a minimum, the following features with its SemiPublic Coin service:

Ability to keep existing serving telephone numbers if cutover to AT&T  
Touchtone Service  
Option for listed, nonlisted, or non published numbers  
Provision 911 service  
Access to ANI information  
Access to all CO intelligence required to perform answer supervision, coin collect, coin return and disconnect  
Far end disconnect recognition  
Call timing  
PIC protection for all 1+local, interLATA, and intraLATA traffic  
Same call restrictions as available on BellSouth phones for interLATA, international, intraLATA, and local calling  
One bill per line  
Detailed billing showing all 1+ traffic in paper or electronic format  
Option to have enclosure installed with set  
One directory per line installed  
Install the station to at least BellSouth standards  
Ability to block any 1+ service that cannot be rated by the coin circuits  
AT&T to be the PIC for local and intraLATA calls  
Option to block all 1+ international calls  
Option of one way or two way service  
Wire Maintenance option  
AT&T rate tables for local and intraLATA service  
Option to have BellSouth techs collect, count, and deposit vault contents on behalf of AT&T  
Monitor vault contents for slugs and spurious non-US currency or theft and notify AT&T of discrepancies  
Station or enclosure equipment should only bear the name/brand designated by AT&T on the order form  
Protect against clip on fraud  
Protect against red box fraud  
Protect against blue box fraud  
Provide option for use of "bright" station technology including debit cards  
Provide revenue, maintenance, collection reports as specified by

AT&T on order form on a periodic basis in paper or electronic format

- 25.12.6 BellSouth shall provide the following features for Coin Line, SemiPublic Coin, COCOT Line Coin, and COCOT Line Coinless services:
- Blocking of inbound international calls
  - Point of demarcation at the set location
  - Special screen codes unique to AT&T and/or its Customers
  - Single Point of Contact for bills and orders dedicated to Public
  - Service outage transfers to AT&T help center
  - Access to AT&T Directory Assistance
  - Access to AT&T's Network Access Interrupt
  - Use AT&T branded invoice
  - Provide all information requested to ensure AT&T can bill for access line
  - Provide all information requested to ensure AT&T can bill for usage on the line
  - All calls originating from stations serviced by these lines should be routed to AT&T lines, except where designated

25.13 **Voice Mail Service**

- 25.13.1 Where available to BellSouth's end users, BellSouth shall provide the following feature capabilities to allow for voice mail services:
- Station Message Desk Interface - Enhanced ("SMDI-E")
  - Station 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")

25.14 **Hospitality Service**

- 25.14.1 BellSouth shall provide all blocking, screening, and all other applicable functions available for hospitality lines.

25.15 **Blocking Service**

- 25.15.1 BellSouth shall provide blocking of 700, 900, and 976 services individually or in any combination upon request, including bill to third Party and collect calls, from AT&T on a line, trunk, or individual service basis at parity with what BellSouth provides its end users.

26. **DELETED**

26.1 **DELETED**

26.1.1 **DELETED**

26.1.2 **DELETED**

26.1.3 **DELETED**

26.1.4 **DELETED**

27. **Support Functions**

27.1 **Routing to Directory Assistance, Operator and Repair Services**

27.1.1 BellSouth shall make available to AT&T the ability to route:

27.1.1.1 Local Directory Assistance calls (411, (NPA) 555 1212) dialed by AT&T Customers directly to the AT&T Directory Assistance Services platform. Local Operator Services calls (0+, 0-) dialed by AT&T Customers directly to the AT&T Local Operator Services Platform. Such traffic shall be routed over trunk groups between BellSouth end offices and the AT&T Local Operator Services Platform, using standard Operator Services dialing protocols of 0+ or 0-.

27.1.1.2 611 repair calls dialed by AT&T Customers directly to the AT&T repair center.

27.1.2 Until a permanent industry solution exists for routing of traffic from BellSouth's local switch to other than BellSouth platforms, BellSouth will provide such routing using line class codes. BellSouth agrees to work with AT&T on a routing resource conservation program to relieve routing resource constraints to ensure that no switch exceeds 95% capacity of line class codes. BellSouth and AT&T shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing. BellSouth may reserve for itself an appropriate and reasonable number of line class codes for its own use.

27.1.3 All direct routing capabilities described herein shall permit AT&T Customers to dial the same telephone numbers for AT&T Directory Assistance, Local Operator Service and Repair that similarly situated BellSouth Customers dial for reaching equivalent BellSouth services.

27.1.4 BellSouth, no later than fifteen (15) days after the Effective Date, shall provide to AT&T, the emergency public agency (e.g., police, fire, ambulance) telephone numbers linked to each NPA-NXX. Such data will be compiled as an electronic flat file in a mutually agreed format and transmitted via either diskette or Network Data Mover. BellSouth will transmit to AT&T, in a timely manner, all changes, alterations, modifications and updates to such data base via the same method as the initial transfer.

27.2 **Operator Services - Interim Measures**

27.2.1 Where BellSouth is the provider of Directory Assistance service, BellSouth agrees to provide AT&T Customers with the same Directory Assistance available to BellSouth Customers. If requested by AT&T, BellSouth will provide AT&T Directory Assistance Service under the AT&T brand.

27.2.1.1 AT&T recognizes that BellSouth's providing to AT&T Directory Assistance Service under AT&T's brand may require additional costs to be incurred by BellSouth. BellSouth will charge AT&T for such branded Directory Assistance capability under the wholesale rate plus the reasonable and demonstrable costs necessary to implement AT&T's branding request.

27.2.2 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to AT&T's Customers:

- (1) Two Customer listings and/or addresses per AT&T Customer call.
- (2) Name and address to AT&T Customers upon request, except for unlisted numbers, in the same states where such information is provided to BellSouth Customers.
- (3) Upon request, call completion to the requested number for local and intraLATA toll calls, where this service is available.
- (4) Populate the listing database in the same manner and in the same time frame as if the Customer was a BellSouth Customer.
- (5) Any information provided by a Directory Assistance Automatic Response Unit (ARU) will be repeated the same number of times for AT&T Customers as for BellSouth's Customers.
- (6) Service levels will comply with Tennessee Regulatory Authority requirements for:
  - a) number of rings to answer
  - b) average work time
  - c) disaster recovery options.
- (7) Intercept service for Customers moving service will include:
  - a) referral to new number, either 7 or 10 digits
  - b) repeat of the new number twice on the referral announcement
  - c) repeat of the new recording twice.

27.2.3 BellSouth shall provide Operator Services to AT&T's Customers at the same level of service available to BellSouth end users.

27.2.4 **DELETED**

27.2.5 BellSouth agrees to provide AT&T Customers the same Operator Services available to BellSouth Customers, branded as required by Section 19.

27.2.6 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to AT&T Customers:

- (1) Instant credit on calls, as provided to BellSouth Customers.
- (2) Routing of calls to AT&T when requested via existing Operator Transfer Service (OTS).
- (3) Busy Line Verification/Emergency Line Interrupt (BLV/ELI) services.
- (4) Emergency call handling.
- (5) Notification of the length of call.
- (6) Caller assistance for the disabled in the same manner as provided to BellSouth Customers.
- (7) Handling of collect calls: person to person and/or station to station.

27.3 **Busy Line Verification and Emergency Line Interrupt**

Where BellSouth does not route Operator Services traffic to AT&T's platform, BellSouth shall perform Busy Line Verification and Emergency Line Interrupt for AT&T on resold BellSouth lines. Where BellSouth routes Operator Services traffic to AT&T's platform, BellSouth shall provide BLV/ELI services when requested by AT&T Operators. AT&T and BellSouth shall work together to ensure that sufficient facilities exist to support increased BLV/ELI volume due to AT&T's presence as a Local Service provider. Specifically, BellSouth will engineer its BLV/ELI facilities to accommodate the anticipated volume of BLV/ELI requests during the Busy Hour. AT&T may, from time to time, provide its anticipated volume of BLV/ELI requests to BellSouth for planning purposes. In those instances when the BLV/ELI facilities/systems cannot satisfy forecasted volumes, BellSouth shall promptly inform AT&T, and the Parties shall work together to resolve capacity problems expeditiously.

27.4 **Access to the Line Information Database**

BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the AT&T Customer service information in the Line Information Database ("LIDB").

27.5 **Telephone Line Number Calling Cards**

Effective as of the date of an end-user's subscription to AT&T Service, BellSouth will terminate its existing telephone line number - based calling cards and remove any BellSouth-assigned Telephone Line Calling Card Number (including area code) ("TLN") from the LIDB. AT&T may issue a new telephone calling card to such Customer, utilizing the same TLN and enter such TLN in LIDB for calling card validation purposes via the service order process.

28. **Service Functions**

28.1 **Electronic Interface**

BellSouth shall provide real time electronic interfaces ("EI") for transferring and receiving Service Orders and Provisioning data and materials (e.g., access to Street Address Guide ("SAG") and Telephone Number Assignment database). These interfaces shall be administered through a gateway that will serve as a point of contact for the transmission of such data from AT&T to BellSouth, and from BellSouth to AT&T. The requirements and implementation of such a data transfer system shall be negotiated in good faith by the Parties as specified below and in Attachment 15 of this Agreement. AT&T and BellSouth agree to use best efforts to provide the Electronic Communications gateway described above as soon as practicable, but in no event later than the dates specified in Attachment 15. In addition, (i) BellSouth agrees to use its best efforts to carry out its responsibilities, and (ii) AT&T agrees to use its best efforts to carry out its responsibilities. AT&T and BellSouth have agreed on interim solutions described below and in Attachment 15 to address the Pre-ordering, Ordering and Provisioning interfaces. BellSouth warrants that such interim solutions shall provide AT&T Customers with the same level of service available to BellSouth Customers.

28.1.1 **Pre-Ordering**

28.1.1.1 **DELETED**

28.1.1.2 **DELETED**

28.1.1.3 BellSouth will supply AT&T with Interval Guide Job Aids to be used to determine service installation dates. BellSouth will implement an electronic interface to its Due Date Support Application (DSAP) by December 31, 1996 but no later than April 1, 1997.



28.1.1.4 BellSouth will reserve up to 100 telephone numbers per NPA-NXX at AT&T's request, for AT&T's sole use. BellSouth will provide additional numbers at AT&T's request in order that AT&T have sufficient numbers available to meet expected needs. The telephone number reservations made in this manner are valid for AT&T's assignment for ninety (90) days from the reservation date. BellSouth will make the telephone number reservations available to AT&T via diskette by no later than August 15, 1996 and by electronic file transfer no later October 15, 1996. BellSouth agrees to implement an electronic interface to improve this process by December 31, 1996, but no later than April 1, 1997.

28.1.1.5 BellSouth Local Carrier Service Center (LCSC) will assign vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID and Hunting arrangements, as requested by AT&T, and documented in Work Center Interface agreements.

28.1.1.6 BellSouth will migrate all Pre-ordering functionality to the "Pre-Ordering" Electronic Communications Gateway by December 31, 1996, but no later than April 1, 1997. This migration effort shall be accomplished as described by BellSouth in its "Phase II interactive solution" report to the Georgia Public Service Commission of July 21, 1996.

## 28.1.2 **Ordering**

28.1.2.1 BellSouth agrees to develop, and AT&T agrees to cooperate in the development of, a mutually acceptable Electronic Data Interchange (EDI) for ordering Local Services. The ordering process and related transactions, (i.e., order, confirmation, firm order commitments, supplements and completions) shall be via the EDI interface.

28.1.2.2 BellSouth agrees to implement the EDI interface to support processes for Local Services for residence POTS and features, business POTS and features and PBX trunks with Direct Inward Dialing by September 1, 1996. By December 15, 1996, all Local Services shall be available for ordering via EDI interface.

## 28.1.2.3 **DELETED**

## 28.2 **Work Order Processes**

28.2.1 BellSouth shall ensure that all work order processes used to provision Local Service to AT&T for resale meet the service parity requirements set forth in this part.

28.2.2 Prior to AT&T sending BellSouth the first Service Order, BellSouth and AT&T shall develop mutually agreed-upon escalation and expedite procedures to be employed at any point in the Service Ordering, Provisioning, Maintenance,

Billing and Customer Usage Data transfer processes to facilitate rapid and timely resolution of disputes. These procedures will be maintained in the Work Center Interface Agreements.

**28.3 Point of Contact for the AT&T Customer**

28.3.1 Except as otherwise provided in this Agreement, AT&T shall be the single and sole point of contact for all AT&T Customers.

**28.3.2 DELETED**

28.3.3 BellSouth shall ensure that all BellSouth representatives who receive inquiries regarding AT&T services when providing services on behalf of AT&T: (i) refer such inquiries to AT&T at a telephone number provided by AT&T; (ii) do not in any way disparage or discriminate against AT&T, or its products or services; and (iii) do not provide information about BellSouth products or services.

**28.4 Single Point of Contact**

28.4.1 Each Party shall provide the other Party with a single point of contact ("SPOC") for all inquiries regarding the implementation of this Part. Each Party shall accept all inquiries from the other Party and provide timely responses.

28.4.2 BellSouth Contact numbers will be kept current in the Work Center Interface Agreements.

**28.5 Service Order**

To facilitate the ordering of new service for resale or changes to such service to an AT&T Customer ("Service Order"), BellSouth shall provide AT&T's representative with real time access (as described in Section 28.1 of this Part 1) to BellSouth Customer information to enable the AT&T representative to perform the following tasks:

28.5.1 Obtain Customer profile information via telephone. Methods and procedures for this interim interface will be defined in a Work Center Interface Agreement.

28.5.2 Obtain information on all Telecommunication Services that are available for resale, including new services via an electronic file with feature and service information in each BellSouth switch.

28.5.3 BellSouth will provide AT&T with interactive direct order entry no later than March 31, 1997. Until this capability is available, BellSouth agrees to establish the Local Carrier Service Center (LCSC) as the SPOC for order entry. Orders will be received at the LCSC via the EDI interface. BellSouth agrees to enter

the Service Order promptly on receipt and provide Firm Order Confirmation (FOC) within 24 hours of receipt of a correct Local Service Request.

- 28.5.4 BellSouth will provide AT&T with on line access to telephone number reservations by December 31, 1996, but no later April 1, 1997. Until on line access is available via electronic interface, BellSouth agrees to provide AT&T with a ready supply of telephone numbers. The process for telephone number reservations is described in Section 28.1.1.4 of this Agreement.
- 28.5.5 BellSouth will provide AT&T with the capability to establish directory listings via the Service Order Process.
- 28.5.6 BellSouth will provide AT&T with the appropriate information and training materials (job aids) to assist AT&T work centers to determine whether a service call will be required on a service installation. These job aids are to be the same information available to BellSouth employees.
- 28.5.7 BellSouth will provide AT&T on line ability to schedule dispatch and by December 31, 1996 but no later than April 1, 1997. Until on line access is available, BellSouth agrees to provide AT&T with interval guides for BellSouth services.
- 28.5.8 BellSouth will provide AT&T with the ability to order local service, local intraLATA toll service, and designate the end users' choice of primary intraLATA and interLATA Interexchange Carriers on a single unified order.
- 28.5.9 BellSouth will suspend, terminate or restore service to an AT&T Customer at AT&T's request.
- 28.6 **Provisioning**
- 28.6.1 **DELETED**
- 28.6.1.1 **DELETED**
- 28.6.1.2 **DELETED**
- 28.6.1.3 **DELETED**
- 28.6.1.4 **DELETED**
- 28.6.1.5 **DELETED**
- 28.6.2 BellSouth shall provide AT&T with service status notices, within mutually agreed-upon intervals. Such status notices shall include the following:

- 28.6.2.1 Firm order confirmation, including service availability date and information regarding the need for a service dispatch for installation.
- 28.6.3 BellSouth will provide AT&T with on-line notice of service installation by no later than March 31, 1997. Until this capability is available, BellSouth will provide AT&T with completion information on a daily basis for all types of Service Orders. BellSouth will utilize the EDI interface to transmit that data to AT&T. If an installation requires deviation from the Service Order in any manner, or if an AT&T Customer requests a service change at the time of installation, BellSouth will call AT&T in advance of performing the installation for authorization. BellSouth will provide to AT&T at that time an estimate of additional labor hours and/or materials required for that installation. After installation is completed, BellSouth will immediately inform AT&T of actual labor hours and/or materials used.
- 28.6.4 BellSouth will provide AT&T with on-line information exchange for Service Order rejections, Service Order errors, installation jeopardies and missed appointments by no later than March 31, 1997, until this capability is available, BellSouth agrees to:
- 28.6.4.1 Use its best efforts to notify AT&T via telephone of any Service Order rejections or errors within one hour of receipt;
- 28.6.4.2 Confirm such telephone notices in writing via facsimile at the end of each business day; and
- 28.6.4.3 BellSouth shall promptly notify AT&T via telephone if an installation or service appointment is in jeopardy of being missed.
- 28.6.4.4 The notification process will be described further in the Work Center Interface agreement between AT&T and BellSouth.
- 28.6.5 **DELETED**
- 28.6.6 BellSouth will provide AT&T with on-line information on charges associated with necessary construction no later than March 31, 1997. Until this capability is available, BellSouth agrees that BellSouth's LCSC will promptly notify AT&T of any charges associated with necessary construction.
- 28.6.7 BellSouth will provide AT&T with on-line access to status information on Service Orders no later than March 31, 1997. Until this capability is available, BellSouth agrees to provide status at the following critical intervals: acknowledgment, firm order confirmation, and completion on Service Orders. In addition, BellSouth Local Carrier Service Center will provide AT&T with status, via telephone, upon request.

- 28.6.8 BellSouth will perform all pre-service testing on resold Local Services.
- 28.6.9 Where BellSouth provides installation and the AT&T Customer requests a service change at the time of installation, BellSouth shall immediately notify AT&T at the telephone number on the Service Order of that request. The BellSouth technician should notify AT&T in the presence of the AT&T Customer so that AT&T can negotiate authorization to install the requested services directly with that Customer and the technician, and revise appropriate ordering documents as necessary.
- 28.6.10 To ensure that AT&T's Customers have the same ordering experience as BellSouth's Customers:
- 28.6.10.1 BellSouth shall provide AT&T with the capability to have AT&T's Customer orders input to and accepted by BellSouth's Service Order Systems outside of normal business hours, twenty-four (24) hours a day, seven (7) days a week, the same as BellSouth's Customer orders received outside of normal business orders are input and accepted.
- 28.6.10.2 Such ordering and provisioning capability shall be provided via an electronic interface, except for scheduled electronic interface downtime. Downtime shall not be scheduled during normal business hours and shall occur during times where systems experience minimum usage.
- 28.6.10.3 Until the Electronic Interface is available, BellSouth shall provide Local Carrier Service Center (LCSC) order entry capability to AT&T to meet the requirements set forth in Section 28.6.10.1 above.
- 28.6.11 BellSouth shall provide training for all BellSouth employees who may communicate with AT&T Customers, during the provisioning process. Such training shall conform to Section 19 of the General Terms and Conditions of this Agreement.
- 28.6.12 BellSouth will provide AT&T with the capability to provide AT&T Customers the same ordering, provisioning intervals, and level of service experiences as BellSouth provides to its own Customers, in accordance with standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law and its own internal procedures.
- 28.6.13 BellSouth will maintain and staff an account team to support AT&T's inquiries concerning the ordering of local complex service and designed business services for local services resale. This team will provide information regarding all services, features and functions available, know the forms and additional information required beyond the standard local service request, assist AT&T in preparation of such orders, and coordinate within BellSouth.

- 28.6.14 BellSouth will provide AT&T with the information AT&T will need to certify Customers as exempt from charges, or eligible for reduced charges associated with the provisioning of new services, including but not limited to handicapped individuals, and certain governmental bodies and public institutions. BellSouth, when notified that an order for new service is exempt in some fashion, will not bill AT&T.
- 28.6.15 BellSouth will provide the same intercept treatment and transfer of service announcements to AT&T's Customers as BellSouth provides to its own end users without any branding.
- 28.6.16 BellSouth will provide AT&T with appropriate notification of all area transfers with line level detail 120 days before service transfer, and will also notify AT&T within 120 days before such change of any LATA boundary changes, or within the time frame required by an approving regulatory body, if any.
- 28.6.17 BellSouth agrees to develop with AT&T's cooperation, mutually acceptable interface agreements between work centers regarding the exchange of information and process expectations.
- 28.6.18 BellSouth will suspend AT&T local Customers' service upon AT&T's request via the receipt of a Local Service Request. The service will remain suspended until such time as AT&T submits a Local Service Request requesting BellSouth to reactivate.
- 28.6.19 BellSouth will provide AT&T's end users the same call blocking options available to BellSouth's own end users.
- 28.6.20 BellSouth will work cooperatively with AT&T in practices and procedures regarding Law Enforcement and service annoyance call handling. To the extent that circuit-specific engineering is required for resold services, BellSouth will provide the same level of engineering support as BellSouth provides for its comparable retail services.
- 28.6.21 BellSouth will provide information about the certification process for the provisioning of LifeLine, Link-up and other similar services.
- 28.6.22 BellSouth will provide a daily electronic listing of AT&T Customers who change their local carrier. The process is described as OUTPLOC (See reference in Local Account Maintenance Requirements of Attachment 7.)

28.7 **Maintenance**

Maintenance shall be provided in accordance with the requirements and standards set forth in Attachment 5. Maintenance will be provided by

BellSouth in accordance with the service parity requirements set forth in this Part.

## 28.8 **Provision of Customer Usage Data**

BellSouth shall provide the Customer Usage Data recorded by the BellSouth. Such data shall include complete AT&T Customer usage data for Local Service, including both local and intraLATA toll service (e.g., call detail for all services, including flat-rated and usage-sensitive features), in accordance with the terms and conditions set forth in Attachment 7.

## 28.9 **Service/Operation Readiness Testing**

28.9.1 In addition to testing described elsewhere in this Section, BellSouth shall test the systems used to perform the following functions in a mutually agreed upon time frame prior to commencement of BellSouth's provision of Local Service, in order to establish system readiness capabilities:

28.9.1.1 All interfaces between AT&T and BellSouth work centers for Service Order, Provisioning;

28.9.1.2 Maintenance, Billing and Customer Usage Data;

28.9.1.3 The process for BellSouth to provide Customer profiles;

28.9.1.4 The installation scheduling process;

28.9.1.5 **DELETED**

28.9.1.6 Telephone number assignment;

28.9.1.7 Procedures for communications and coordination between AT&T SPOC and BellSouth SPOC;

28.9.1.8 Procedures for transmission of Customer Usage Data; and

28.9.1.9 Procedures for transmitting bills to AT&T for Local Service; and the process for wholesale billing for local service.

28.9.2 The functionalities identified above shall be tested by BellSouth in order to determine whether BellSouth performance meets the applicable service parity requirements, quality measures and other performance standards set forth in this Agreement. BellSouth shall make available sufficient technical staff to perform such testing. BellSouth technical staff shall be available to meet with AT&T as necessary to facilitate testing. BellSouth and AT&T shall mutually agree on the schedule for such testing.

28.9.3 At AT&T's reasonable request, BellSouth shall provide AT&T with service readiness test results of the testing performed pursuant to the terms of this Part.

28.9.4 During the term of this Agreement, BellSouth shall participate in cooperative testing requested by AT&T whenever both companies agree it is necessary to ensure service performance, reliability and Customer serviceability.

28.10 **Billing For Local Service**

28.10.1 BellSouth shall bill AT&T for Local Service provided by BellSouth to AT&T pursuant to the terms of this Part, and in accordance with the terms and conditions for Connectivity Billing and Recording in Attachment 6.

28.10.2 BellSouth shall recognize AT&T as the Customer of record for all Local Service and will send all notices, bills and other pertinent information directly to AT&T unless AT&T specifically requests otherwise.



**PART II: UNBUNDLED NETWORK ELEMENTS****29. Introduction**

This Part II sets forth the unbundled Network Elements that BellSouth agrees to offer to AT&T in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled Network Elements and the requirements for each Network Element are described below and in the Network Elements Service Description, Attachment 2. The price for each Network Element is set forth in Part IV of this Agreement. BellSouth shall offer Network Elements to AT&T as of the Effective Date.

**30. Unbundled Network Elements**

30.1 BellSouth shall offer Network Elements to AT&T on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.

30.2 BellSouth will permit AT&T to interconnect AT&T's facilities or facilities provided by AT&T or by third Parties with each of BellSouth's unbundled Network Elements at any point designated by AT&T that is technically feasible.

30.3 BellSouth will deliver to AT&T's Served Premises any interface that is technically feasible. AT&T, at its option, may designate other interfaces through the Bona Fide Request process delineated in Attachment 14.

30.4 AT&T may use one or more Network Elements to provide any feature, function, or service option that such Network Element is capable of providing or any feature, function, or service option that is described in the technical references identified herein.

30.5 BellSouth shall offer each Network Element individually and in combination with any other Network Element or Network Elements in order to permit AT&T to provide Telecommunications Services to its Customers subject to the provisions of Section 1A of the General Terms and Conditions of this Agreement.

30.6 For each Network Element, BellSouth shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which AT&T agrees is suitable. However, where BellSouth provides contiguous Network Elements to AT&T, BellSouth may provide the existing interconnections

and no demarcation point shall exist between such contiguous Network Elements.

30.7 **DELETED**

30.8 The charge assessed to AT&T to interconnect any Network Element or Combination to any other Network Element or Combination provided by BellSouth to AT&T if BellSouth does not directly interconnect the same two Network Elements or Combinations in providing any service to its own Customers or a BellSouth affiliate (e.g., the interconnection required to connect the Loop Feeder to an ALEC's collocated equipment), shall be cost based.

30.9 Attachment 2 of this Agreement describes the Network Elements that AT&T and BellSouth have identified as of the Effective Date of this Agreement. AT&T and BellSouth agree that the Network Elements identified in Attachment 2 are not exclusive. Either Party may identify additional or revised Network Elements as necessary to improve services to Customers, to improve network or service efficiencies or to accommodate changing technologies, Customer demand, or regulatory requirements. Upon BellSouth's identification of a new or revised Network Element, BellSouth shall notify AT&T of the existence of and the technical characteristics of the new or revised Network Element.

AT&T shall make it's request for a new or revised Network Element pursuant to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement. Additionally, if BellSouth provides any Network Element that is not identified in this Agreement, to itself, to its own Customers, to a BellSouth affiliate or to any other entity, BellSouth will provide the same Network Element to AT&T on rates, terms and conditions no less favorable to AT&T than those provided to itself or to any other Party. Additional descriptions and requirements for each Network Element are set forth in Attachment 2.

30.9.1 **DELETED**

30.9.2 **DELETED**

30.9.3 **DELETED**

30.9.4 **DELETED**

30.9.5 **DELETED**

30.9.6 **DELETED**

30.9.7 **DELETED**

30.9.8 **DELETED**

30.9.9 **DELETED**

30.9.10 **DELETED**

30.9.11 **DELETED**

30.10 **Standards for Network Elements**

30.10.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If another Bell Communications Research, Inc. ("Bellcore"), or industry standard (e.g., American National Standards Institute ("ANSI")) technical reference or a more recent version of such reference sets forth a different requirement, AT&T may request, where technically feasible, that a different standard apply by making a request for such change pursuant to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.

30.10.2 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the Alternative Dispute Resolution Process identified in Section 16 of the General Terms and Conditions of this Agreement shall apply.

30.10.3 Each Network Element provided by BellSouth to AT&T shall be at least equal in the quality of design, performance, features, functions and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity and security, that BellSouth provides in the BellSouth network to itself, BellSouth's own Customers, to a BellSouth affiliate or to any other entity for the same Network Element.

30.10.3.1 **DELETED**

30.10.3.2 BellSouth agrees to work cooperatively with AT&T to provide Network Elements that will meet AT&T's needs in providing services to its Customers.

30.10.4 Unless otherwise designated by AT&T, each Network Element and the interconnections between Network Elements provided by BellSouth to AT&T shall be made available to AT&T on a priority basis that is equal to or better than the priorities that BellSouth provides to itself, BellSouth's own Customers, to a BellSouth affiliate or to any other entity for the same Network Element.

### **PART III: ANCILLARY FUNCTIONS**

#### **31. Introduction**

This Part and Attachment 3 set forth the Ancillary Functions and requirements for each Ancillary Function that BellSouth agrees to offer to AT&T so that AT&T may provide Telecommunication Services to its Customers.

#### **32. BellSouth Provision of Ancillary Functions**

Part IV of this Agreement sets forth the prices for such Ancillary Functions. BellSouth will offer Ancillary Functions to AT&T on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement.

32.1 The Ancillary Functions that AT&T has identified as of the Effective Date of this Agreement are Collocation, Rights Of Way (ROW), Conduits and Pole Attachments. AT&T and BellSouth agree that the Ancillary Functions identified in this Part III are not exclusive. Either Party may identify additional or revised Ancillary Functions as necessary to improve services to Customers, to improve network or service efficiencies or to accommodate changing technologies, Customer demand, or regulatory requirements. Upon BellSouth's identification of a new or revised Ancillary Function, BellSouth shall notify AT&T of the existence of and the technical characteristics of the new or revised Ancillary Function.

AT&T shall make its request for a new or revised Ancillary Function pursuant to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.

32.2 If BellSouth provides any Ancillary Function to itself, to its own Customers, to a BellSouth affiliate or to any other entity, BellSouth will provide the same Ancillary Function to AT&T at rates, terms and conditions no less favorable to AT&T than those provided by BellSouth to itself or to any other Party. The Ancillary Functions and requirements for each Ancillary Function are set forth in Attachment 3.

#### **33. Standards for Ancillary Functions**

33.1 Each Ancillary Function shall meet or exceed the requirements set forth in the technical references, as well as the performance and other requirements, identified in this Agreement. If another Bell Communications Research, Inc. ("Bellcore"), or industry standard (e.g., American National Standards Institute ("ANSI")) technical reference sets forth a different requirement, AT&T may elect, where technically feasible, which standard shall apply by making a request for such change pursuant

to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.

33.2 Except as otherwise expressly agreed to herein, each Ancillary Function provided by BellSouth to AT&T herein shall be at least equal in the quality of design, performance, features, functions and other characteristics, including, but not limited to levels and types of redundant equipment and facilities for diversity and security, that BellSouth provides in BellSouth network to itself, its own Customers, its affiliates or any other entity. This Section is not intended to limit BellSouth's ability during this Agreement to offer to AT&T nor AT&T's ability to accept Ancillary Functions with varying degrees of features, functionalities and characteristics.

33.3 **DELETED**

33.3.1 BellSouth agrees to work cooperatively with AT&T to provide Ancillary Functions that will meet AT&T's needs in providing services to its Customers.

33.4 Ancillary Functions provided by BellSouth to AT&T shall be allocated to AT&T on a basis that is at least equal to that which BellSouth provides to itself, its Customers, its affiliates or any other entity.

## PART IV: PRICING

### 34. General Principles

All services currently provided hereunder (including resold Local Services, Network Elements, Combinations and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Florida Public Service Commission.

### 35. Local Service Resale

The rates that AT&T shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Florida.

Residential Service	21.83%
Business Service:	16.81%

### 36. Unbundled Network Elements

The prices that AT&T shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

### 36.1 Charges for Multiple Network Elements

Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that AT&T does not need when two or more Network Elements are combined in a single order. BellSouth and AT&T shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by AT&T when ordering multiple Network Elements. If the parties cannot agree to the total non-recurring and recurring charge(s) to be paid by AT&T when ordering multiple Network Elements within sixty (60) days of the Effective Date, either party may petition the Florida Public Service Commission to settle the disputed charge or charges.

### 37. Compensation For Call and Transport Termination

The prices that AT&T and BellSouth shall pay are set forth in Table 1.

### 38. Ancillary Functions

#### 38.1 Collocation - The prices that AT&T shall pay to BellSouth are set forth in Table 2.

38.2 Rights-of-Way - The prices that AT&T shall pay to BellSouth are set forth in Table 3.

38.3 Poles, Ducts and Conduits - The prices that AT&T shall pay to BellSouth are set forth in Table 4.

39. **Local Number Portability**

The prices for interim number portability are set forth in Table 5.

40. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 6.

41. **Electronic Interfaces**

Each party shall bear its own cost of developing and implementing Electronic Interface Systems because those systems will benefit all carriers. If a system or process is developed exclusively for certain carriers, however, those costs shall be recovered from the carrier who is requesting the customized system.

TABLE 1

## UNBUNDLED NETWORK ELEMENTS

<b>Network Interface Device, Per Month</b>	\$0.76 (interim rate)
<b>Loops, including NID</b>	
2 wire, per month	\$ 17.00
NRC First	\$140.00
NRC Add'l	\$ 42.00
4 wire, per month	\$ 30.00
NRC First	\$141.00
NRC Add'l	\$ 43.00
2 wire ISDN, per month	\$ 40.00
NRC First	\$306.00
NRC Add'l	\$283.00
DS1, per month	\$ 80.00
NRC First	\$540.00
NRC Add'l	\$465.00
<b>Unbundled Loop Channelization System (DS1 to VG)</b>	
Per system, per month	\$480.00
NRC, First	\$350.00
NRC, Add'l	\$ 90.00
Per voice interface, per month	\$ 1.50
NRC, First	\$ 5.75
NRC, Add'l	\$ 5.50



<b>End Office Switching</b>	
Ports	
2 wire	\$ 2.00
NRC First	\$38.00
NRC Add'l	\$15.00
4 wire	\$10.00 (interim rate)
NRC First	\$38.00 (interim rate)
NRC Add'l	\$15.00 (interim rate)
2 wire ISDN	\$13.00
NRC First	\$88.00
NRC Add'l	\$66.00
2 wire DID	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire ISDN	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire DS1	\$125.00
NRC First	\$112.00
NRC Add'l	\$ 91.00
Usage	
Initial Minute	\$0.0175
Additional Minutes	\$0.005
Features, functions, capabilities	No additional charge

<b>Operator Systems</b>	
Operator Call Handling-Station & Person	\$1.00 per minute
Automated Call Handling	\$0.10 per call attempt
Directory Assistance	\$0.25 per call
DA Call Completion	\$0.03 per call attempt
Intercept	\$0.01 per call
Busy Line Verification	\$0.80 per call
Emergency Interrupt	\$1.00 per call
<b>Directory Assistance</b>	
DA Database	
per listing	\$0.001
monthly	\$100.00
Direct access to DA service	
per query	\$0.01
monthly	\$5,000.00
NRC, service establish charge	\$820.00
DA transport	
switched local channel	\$133.81 (interim rate)
NRC, first	\$866.97 (interim rate)
NRC, add'l	\$486.83 (interim rate)
switched dedicated DS1 level	
per mile	\$16.75 (interim rate)
per facility termination	\$59.75 (interim rate)
NRC	\$100.49 (interim rate)
switched common	

per DA call	\$0.0003
per DA call per mile	\$0.00001
tandem switching	
per DA call	\$0.00055
<b>Dedicated Transport</b>	
DS1, facility termination	\$ 59.75
DS1, per mile	\$ 1.60
NRC	\$100.49 (interim rate)
<b>Common Transport</b>	
Facility termination, per MOU	\$0.0005
Per mile, per MOU	\$0.000012
<b>Tandem Switching</b>	\$0.00029 per minute
<b>Signaling Links</b>	
Link	\$5.00 per link, per month
non-recurring	\$400.00
Link termination	\$113.00

<b>Signal Transfer Points</b>	
ISUP	\$0.00001 per message
TCAP	\$0.00004 per message
Usage surrogate	\$64.00 per month
<b>Service Control Points</b>	
LIDB (1)	TBD
Toll Free Database (1)	TBD
AIN, per message	\$0.00004 (interim rate)
AIN, Service Creation Tools (1)	TBD
AIN, Mediation (1)	TBD
(1) BellSouth and AT&T shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges.	
<b>Call Transport and Termination (2)</b>	
Direct End Office interconnection	\$0.002 per MOU
Interconnection at the Tandem Switch, - Tandem switch + transport - End Office Switch - Combined	\$0.00125 per MOU \$0.00200 per MOU \$0.00325 per MOU
(2) The Parties agree to bill a mutually agreed upon composite interconnection rate of \$0.002 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.	

<b>Signal Transfer Points</b>	
ISUP	\$0.00001 per message
TCAP	\$0.00004 per message
Usage surrogate	\$64.00 per month
<b>Service Control Points</b>	
LIDB (1)	TBD
Toll Free Database (1)	TBD
AIN, per message	\$0.00004 (interim rate)
AIN, Service Creation Tools (1)	TBD
AIN, Mediation (1)	TBD
(1) BellSouth and AT&T shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges.	
<b>Call Transport and Termination</b>	
Direct End Office interconnection	\$.002 per MOU
Interconnection at the Tandem Switch, - Tandem switch + transport - End Office Switch - Combined	\$.00125 per MOU \$.00200 per MOU \$.00325 per MOU

TABLE 2

### PHYSICAL AND VIRTUAL COLLOCATION

The following are interim rates, subject to true-up based on permanent rates. Permanent rates will be set once BellSouth files appropriate TSLRIC cost studies and such studies are reviewed and approved by the Florida PSC.

#### PHYSICAL COLLOCATION

Application - Per Arrangement/Per Location-Nonrecurring	\$3,100.00
Space Preparation Fee - Nonrecurring	ICB
Space Construction Fee - Nonrecurring	\$3,750.00
Cable Installation - Per Entrance Cable	\$2,750.00
Floor Space Zone A, Per Square Foot, Per Month	\$4.28
Floor Space Zone B, Per Square Foot, Per Month	\$4.09
Power Per AMP, Per Month	\$3.86
Cable Support Structure, Per Entrance Cable	\$13.35
POT Bay (Optional Point of Termination Bay)	
Per 2-Wire Cross - Connect, Per Month	\$0.18
Per 4-Wire Cross - Connect, Per Month	\$0.44
Per DS1 Cross - Connect, Per Month	\$0.44
Per DS3 Cross - Connect, Per Month	\$3.66
Cross-Connects	
2-Wire Analog, Per Month	\$0.30
4-Wire Analog, Per Month	\$0.50
Nonrecurring 2-wire and 4-wire	\$9.25
DS1, Per Month	\$3.07
Nonrecurring - First/Additional	\$113.75/14.25
DS3, Per Month	\$39.64
Nonrecurring - First/Additional	\$113.75/14.25
Security Escort	
Basic - 1st half hour	\$41.00
Overtime - 1st half hour	\$48.00
Premium - 1st half hour	\$55.00
Basic - additional	\$25.00
Overtime - additional	\$30.00
Premium - additional	\$35.00

**VIRTUAL COLLOCATION**

Rates tariffed by BellSouth in its FCC Tariff No. 1, Section 20.

**TABLE 3**

**RIGHTS OF WAY**

BellSouth shall provide access to rights-of-way at rates that are consistent with Section 224 of the Telecommunications Act of 1934.



**TABLE 3**

**RIGHTS OF WAY**

BellSouth shall provide access to rights-of-way at rates that are consistent with Section 224 of the Telecommunications Act of 1934. To this end, BellSouth shall file appropriate rates to be approved by the Florida Public Service Commission.

**TABLE 4**

**POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY**

Pole Attachment	\$4.20 per attachment, per year
Conduit, per foot	\$0.56 per foot, per year
Work performed by BellSouth Employee, per hour	Labor rate as developed in accordance with FCC Accounting Rules for work performed by BellSouth employees.

**TABLE 5**

**LOCAL NUMBER PORTABILITY**

AT&T and BellSouth shall pay its own costs in the provision of interim number portability. AT&T and BellSouth shall track their costs of providing interim number portability with sufficient detail to verify the costs, in order to facilitate the Florida PSC's consideration of recovery of these costs in Docket No. 950737-TP.

**TABLE 6**

**(Interim Rates Pending Further Negotiation)**

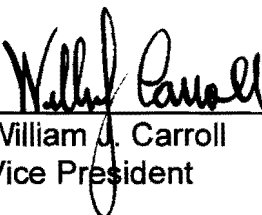
**RECORDED USAGE DATA**

Recording Services (only applied to unbundled operator services messages), per message	\$ .008
Message Distribution, per message	\$ .004
Data Transmission, per message	\$ .001

42. Execution of the Interconnection Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s). If such appeals or challenges result in changes in the decision(s), the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with those changed decision(s).

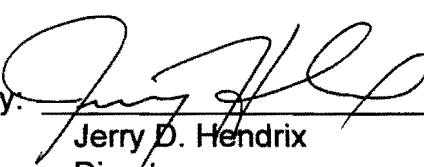
IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

AT&T COMMUNICATIONS OF  
THE SOUTHERN STATES, INC.

By:   
\_\_\_\_\_  
William J. Carroll  
Vice President

June 10, 1997  
Date

BELLSOUTH  
TELECOMMUNICATIONS, INC.

By:   
\_\_\_\_\_  
Jerry D. Hendrix  
Director  
Interconnection Services/  
Pricing

June 10, 1997  
Date

DUPLICATE ORIGINAL

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## CONNECTIVITY BILLING AND RECORDING

### 1. **General**

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

### 2. **Billable Information And Charges**

BellSouth will bill and record in accordance with this Agreement those charges AT&T incurs as a result of AT&T purchasing from BellSouth Network Elements, Combinations, and Local Services, as set forth in this Agreement. BellSouth will bill charges for interconnection and charges for unbundled network elements, with the exception of the unbundled ports or unbundled port/loop combinations through CABS or in the CABS format. BellSouth will format each bill in CABS or in CABS format in accordance with CABS standards and specifications. As an interim process, the Parties have agreed to specific elements of CRIS billing. Those elements are named in Exhibit A attached hereto and incorporated herein by this reference. Each bill shall set forth the quantity and description of each such Network Element, Combination, or Local Service provided and billed to AT&T. All charges billed to AT&T will indicate the state from which such charges were incurred except in cross boundary state situations. A listing of the current cross state boundary exchanges has been provided to AT&T.

- 2.1.1 As an interim process, BellSouth will provide AT&T with bills in the CRIS/CLUB format via paper or other mutually agreed upon medium for those services purchased by AT&T for resale and for the billing of the unbundled port and loop/port combination in accordance with the specifications and requirements set forth in Exhibit A to this Attachment for no more than one hundred and eighty (180) days after the Effective Date of this Agreement. After that time, BellSouth shall provide bills using only CABS or the CABS format as outlined in this Agreement.

AT&T and BellSouth will work together in a cooperative effort with the OBF to establish a single billing system and applicable standards. Once the billing standards/system are defined, BellSouth and AT&T will mutually agree when the standards/system will be implemented.

- 2.2 BellSouth shall provide AT&T a monthly bill that includes all charges incurred by and credits and/or adjustments due to AT&T for those Network Elements, Combination thereof, or Local Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by BellSouth to AT&T shall include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending through the current bill date; (4) any known unbilled usage sensitive charges for prior periods; and (5) any known unbilled adjustments.
- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by BellSouth to AT&T, must be a valid calendar date, and not more than one (1) year old. Bills shall not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date, except as otherwise permitted by law. In addition, on each bill where "Jurisdiction" is identified, local and local toll charges shall be identified as "Local" and not as interstate, interstate/interLATA, intrastate, or intrastate/intraLATA. BellSouth will provide from and through dates for charges rendered on all bills. In addition, BellSouth will separately identify business charges from residence charges, as appropriate.
- 2.4 BellSouth shall bill AT&T for each Network Element, combination thereof, or Local Service, supplied by BellSouth to AT&T pursuant to this Agreement at the rates set forth in this Agreement. BellSouth will bill AT&T based on the actual charges incurred, provided, however, for those usage based charges where actual charge information is not determinable by BellSouth because the jurisdiction (i.e., interstate, interstate/interLATA, intrastate, intrastate/intraLATA, local) of the traffic is unidentifiable, the Parties will jointly develop a process to determine the appropriate charges. Measurement of usage-based charges shall be in actual conversation seconds. The total conversation seconds per chargeable traffic types will be totaled for the entire monthly bill cycle and then rounded to the next whole minute.
- 2.5 **DELETED**
- 2.6 Each Party shall provide the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment. Billing questions subsequent to implementation will be directed to the billing specialist in the Local Carrier Service Center (LCSC) for



CRIS billing and through the Interexchange Carrier Service Center (ICSC) for CABS related issues.

**3. Meet Point Billing**

- 3.1 Where appropriate for unbundled network elements, AT&T and BellSouth will establish meet-point billing ("MPB") arrangements in accordance with the Meet-Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Both Parties will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.
- 3.2 AT&T and BellSouth will implement the "Multiple Bill/Multiple Tariff" option in order to bill any interexchange carrier ("IXC") for that portion of the network elements provided by AT&T or BellSouth. For all traffic carried over the MPB arrangement, AT&T and BellSouth shall bill each other all applicable elements at the rates specified in this Agreement.
- 3.3 BellSouth shall provide to AT&T the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of AT&T's network in an AT&T/BellSouth MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Such information shall be provided to AT&T in the format and via the medium that the Parties agree. If BellSouth does not have a CIC for any IXC that will utilize a portion of AT&T's network in an AT&T/BellSouth MPB arrangement, and for whom BellSouth must supply to AT&T MPB billing information, BellSouth agrees that it will assist such carrier in obtaining a CIC expeditiously. Until such carrier has obtained a CIC, BellSouth will submit BellSouth's CIC on those MPB records provided to AT&T for MPB. BellSouth understands and agrees that it will be solely responsible for obtaining any reimbursements from those carriers who have utilized the jointly provided networks of BellSouth and AT&T.
- 3.4 BellSouth and AT&T agree that in an MPB arrangement where one Party provides local transport and the other Party provides the end office switching, the Party who provides the end office switching is entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. The Parties further agree that in those MPB situations where one Party sub-tends the other Party's access tandem, the

Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges.

- 3.5 BellSouth and AT&T will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. BellSouth and AT&T will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 3.6 If MPB data is not processed and delivered by either BellSouth or AT&T and sent to the other Party within ten (10) days of their recording and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of the unbillable charges. When the subsequent billing company ("SBC") is the recording company, they shall provide the initial billing company ("IBC") the detail billing records on a weekly basis (within five (5) days). If the IBC is the recording company, detail billing record exchange is not necessary. The IBC shall provide the SBC the summary billing records within ten (10) days from the IBC bill date. The Party who failed to deliver the data will be held liable for the amount of the unbillable charges.
- 3.7 If MPB data is not submitted within ten (10) days of their recording or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.
- 3.8 Errors in MPB data exchanged by the Parties may be discovered by AT&T, BellSouth or the billable IXC. Both AT&T and BellSouth agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. The other Party shall correct the error within eight (8) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to incorrecable errors

or otherwise, the Parties shall follow the procedures set forth in the Customer Billing Data Attachment of this Agreement and compensate the other for the lost MPB billing data.

- 3.9 In the event AT&T purchases from BellSouth Network Elements, or Combination thereof, in a LATA other than the LATA to or from which the MPB services are homed and in which BellSouth operates an access tandem, BellSouth shall, except in instances of capacity limitations, permit and enable AT&T to sub-tend the BellSouth access tandem switch(es) nearest to the AT&T rating point(s) associated with the NPA-NXX(s) to/from which the MPB services are homed. In instances of capacity limitation at a given access tandem switch, AT&T shall be allowed to sub-tend the next-nearest BellSouth access tandem switch in which sufficient capacity is available. The MPB percentages for each new rating point/access tandem pair shall be calculated in accordance with MECAB and MECOD.
- 3.10 Neither AT&T nor BellSouth will charge the other for the services rendered, or for information provided pursuant to Section 4 of this Attachment except those MPB charges specifically set forth herein. Both Parties will provide the other a single point of contact to handle any MPB questions.

#### **4. Collocation**

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

#### **5. Mutual Compensation**

- 5.1 The Parties shall bill each other reciprocal compensation in accordance with the standards set forth in this Agreement for Local Traffic terminated to the other Party's customer. Such Local Traffic shall be recorded and transmitted to AT&T and BellSouth in accordance with this Attachment. When an AT&T

Customer originates traffic and AT&T sends it to BellSouth for termination, AT&T will determine whether the traffic is local or intraLATA toll. When a BellSouth Customer originates traffic and BellSouth sends it to AT&T for termination, BellSouth will determine whether the traffic is local or intraLATA toll. Each Party will provide the other with information that will allow it to distinguish local from intraLATA toll traffic.' At a minimum, each Party shall utilize NXXs in such a way that the other Party shall be able to distinguish local from intraLATA toll traffic. When AT&T interconnects with BellSouth's network for the purpose of completing local and intraLATA toll traffic, AT&T will, at its option, interconnect at either the tandem or end office switch to complete such calls paying local interconnection rates for its customers' local calls and switched access rates for its customers' intraLATA toll calls. Such interconnection will be ordered as needed by AT&T to deliver such local and intraLATA toll calls. Further, the Local Traffic exchanged pursuant to this Attachment shall be measured in billing minutes of use and shall be in actual conversation seconds. The total conversation seconds per chargeable traffic type will be totaled for the entire monthly billing cycle and then rounded to the next whole conversation minute. Reciprocal compensation for the termination of this Local Traffic shall be in accordance with Part IV to this Agreement.

**6. Local Number Portability**

**6.1 DELETED**

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

**7. Issuance of Bills - General**

7.1 BellSouth and AT&T will issue all bills in accordance with the terms and conditions set forth in this Section. BellSouth and AT&T will establish

monthly billing dates ("Bill Date") for each Billing Account Number ("BAN"), as further defined in the CABS document or CRIS elements set forth in Exhibit A as appropriate. On bills BellSouth renders to AT&T, BANs shall be 13 character alpha/numeric and there shall only be one BAN per Revenue Accounting Office ("RAO"). The Bill Date shall be the same day month to month for all BANs, except that the 4<sup>th</sup>, 7<sup>th</sup> or 13<sup>th</sup> of each month will not be used as a Bill Date for bills BellSouth renders to AT&T. AT&T will provide one (1) BAN per state and the bill date will be the same day month to month for all BANs. Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). The bill date is the only varying invoice number available on the Resale bill. On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All bills must be received by the other Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T shall specify) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

7.2 BellSouth and AT&T shall issue all CABS bills or bills in CABS format containing such billing data and information in accordance with CABS Version 26.0, Issue 4, or such later versions of CABS as are published by BellCore, or its successor, except that if the Parties enter into a meet-point billing arrangement, such billing data and information shall also conform to the standards set forth in the MECAB document, or such later versions as are adopted by BellCore, or its successor. To the extent that there are no CABS or MECAB standards governing the formatting of certain data, such data shall be issued in the format specified by AT&T. Consistent with Section 2.1.1 of this Attachment 6, BellSouth may issue AT&T Resale and unbundled port Connectivity bills in CRIS/CLUB format as provided herein for no more than one hundred eighty (180) days after the Effective Date of this Agreement.

7.3 Within thirty (30) days of finalizing the chosen billing media, each Party will provide the other Party written notice of which bills are to be deemed the official bills to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different media which

purportedly contain the same charges as are on the official bill. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

- 7.4 When sending bills via electronic transmission, to avoid transmission failures or the receipt of billing information that cannot be processed, the Parties shall provide each other with their respective process specifications. Each Party shall comply with the mutually acceptable billing processing specifications of the other. AT&T and BellSouth shall provide each other reasonable notice if a billing transmission is received that does not meet such Party's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

## 8. **Electronic Transmissions**

- 8.1 BellSouth and AT&T agree that each Party will transmit billing information and data in the appropriate CABS format electronically via CONNECT:Direct (formerly known as Network Data Mover) to the other Party at the location specified by such Party. The Parties agree that a T1.5 or 56kb circuit to Gateway for CONNECT:Direct is required. AT&T data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If BellSouth has an established CONNECT:Direct link with AT&T, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. BellSouth must provide AT&T/Alpharetta its CONNECT:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via CONNECT:Direct. AT&T's CONNECT:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in BellSouth's CONNECT:Direct software. AT&T will supply to BellSouth its RACF ID and password before the first transmission of data via CONNECT:Direct. Any changes to either Party's CONNECT:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.
- 8.2 The following dataset format shall be used as applicable for those charges transmitted via CONNECT:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	LEC Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR)  Or CSR (Customer Service Record)
EE =	01 thru 31 (Bill Period) (optional)  or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR)  Or CSR (Customer Service Record)

8.3 DELETED

9. Tape or Paper Transmissions

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

**TO AT&T:**

Tape Transmissions via U.S. Mail:	AT&T 300 North Point Parkway FLOC 217M01 Alpharetta, Georgia 30202 Attn: Access Bill Coordinator
Tape Transmissions via Overnight Delivery:	AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30302 Attn: Access Bill Coordinator

Paper Transmissions via U.S. Mail:	AT&T Caller Service 6908  Alpharetta, Georgia 30202 Attn: Access Bill Coordinator
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<p>Paper Transmissions via Overnight Delivery:</p>	<p>AT&amp;T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30302 Attn: Access Bill Coordinator</p>
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**TO BellSouth:**

<p>Tape Transmissions:</p>	<p>Attn:</p>
<p>Paper Transmissions:</p>	<p>Attn:</p>

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

right to destroy a tape that has been determined to have unrecoverable errors. AT&T also reserves the right to replace a tape with one of equal or better quality.

- 9.4 Billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

	<b>CABS BOS</b>	
Record Length	225 bytes (fixed length)	
Blocking factor	84 records per block	
Block size	18,900 bytes per block	
Labels	Standard IBM Operating System	

- 9.5 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. BellSouth's name, address, and contact shall appear on the flat side of the cartridge or reel.
- 9.6 Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

<b>Volume 1</b>	<b>Volume label</b>
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)

EOF1 and EOF2	Data set trailer labels (end-of-data-set)
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The HDR1, EOVI, and EOF1 labels use the same format and the HDR2, EOVI, and EOF2 labels use the same format.

9.7 The Standard Volume Label Format (Vol. 1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	The characters "VOL" identify this label as a volume label.
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for the IBM standard volume label.
Volume Serial Number (6 bytes)	A unique identification code, normally numeric characters (000001-999999), but may be alpha-numeric; if fewer than 6 characters, must be left-justified. This same code should also appear on the external (flat) surface of the volume for visual identification.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
VTOC Pointer (10 bytes)	Direct-access volumes only. This field is not used for tape volumes and should be recorded as blanks.
Reserved (10 bytes)	Reserved for future use - should be recorded as blanks.
Owner Name and Address Code(10 bytes)	Indicates a specific customer, person, installation, department, etc., to which the volume belongs. Any code or name is acceptable.
Reserved (29 bytes)	Reserved for future use - should be recorded as blanks.

9.8 The IBM Standard Dataset Label 1 Format (HDR1, EOVI, EOF1) is described below:

FIELD NAME	CONTENTS
<p>Label Identifier (3 bytes)</p>	<p>Three characters that identify the label are:</p> <p>HDR Header label (at the beginning of a dataset)</p> <p>EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume)</p> <p>EOF Trailer label (at the end of a dataset).</p>
<p>Label Number (1 byte)</p>	<p>The relative position of this label within a set of labels of the same type; it is always a 1 for dataset label 1.</p>
<p>Dataset Identifier (17 bytes)</p>	<p>The rightmost 17 bytes of the dataset name (includes GnnnnVnn if the dataset is part of a generation data group). If the dataset name is less than 17 bytes, it is left-justified and the remainder of this field is padded with blanks.</p>
<p>Dataset Serial Number (6 bytes)</p>	<p>The volume serial number of the tape volume containing the dataset. For multi-volume datasets, this field contains the serial number of the first volume of the aggregate created at the same time. The serial number can be any 6 alphanumeric characters, normally numeric (000001-999999). If the number of characters is fewer than 6 characters, the code must be left-justified and followed by blanks.</p>
<p>Volume Sequence Number (4 bytes)</p>	<p>A number (0001-9999) that indicates the order of volume within the multi-volume group created at the same time. This number is always 0001 for a single volume dataset.</p>
<p>Dataset Sequence Number (4 bytes)</p>	<p>A number (0001-9999) that indicates the relative position of the dataset within a multi-dataset group. This number is always 0001 for a single dataset organization.</p>
<p>Generation Number (4 bytes)</p>	<p>If the dataset is part of a generation data group, this field contains a number from 0001 to 9999 indicating the absolute generation number (the first generation is recorded as 0001). If the dataset is not part of a generation data group, this field contains blanks.</p>

FIELD NAME	CONTENTS
Version Number Of Generation (2 bytes)	If the dataset is part of a generation data group, this field a number from 00 to 99 indicating the version number of the generation (the first version is recorded as 00). If the dataset is not part of a generation data group, this field contains blanks.
Creation Date (6 bytes)	Year and day of the year when the dataset was created. The date is shown in the format byydd where:  b = blank  yy = year(00-99)  ddd = day(001-366)
Expiration Date (6 bytes)	Year and day of the year when the dataset may be scratched or overwritten. The data is shown in the format byydd where:  b = blank  yy = year (00-99)  ddd = day (001-366)
Dataset Security (1 byte)	A code number indicating the security status of the dataset is as follows:  0      No password protection  1      Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined)  3      Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined).
Block Count (6 bytes)	This field in the trailer label shows the number of data blocks in the dataset on the current volume. This field in the header label is always zeros (000000).

<b>FIELD NAME</b>	<b>CONTENTS</b>
System Code (13 bytes)	Unique code that identifies the system.
Reserved (7 bytes)	Reserved for future use - should be recorded as blanks.

9.9 The IBM Standard Dataset Label 2 Format (HDR2, EOVS, EOF2) always follows dataset label 1 and contains additional information about the associated dataset as described below:

Label Identifier (3 bytes)	Three characters that identify the label are as follows:  HDR Header label (at the beginning of a dataset)  EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume)  EOF Trailer label (at the end of a dataset).
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 2 for dataset label 2.
Record Format (1 byte)	An alphabetic character that indicates the format of records in the associated dataset as follows:  F Fixed length  V Variable length  U Undefined length.

<p><b>Block Length (5 bytes)</b></p>	<p>A number up to 32760 that indicates the block length, in bytes. Interpretation of the number depends on the following associated record format in Field 3:</p> <p>Format F - Block length (must be a multiple of the logical record length in Field 5)</p> <p>Format V - Maximum block length (including the 4 byte length indicator in the block)</p> <p>Format U - Maximum block length.</p>						
<p><b>Record Length (5 bytes)</b></p>	<p>A number that indicates the record length, in bytes. Interpretation of the number depends on the following associated record format in Field 3:</p> <p>Format F - Logical record length</p> <p>Format V - Maximum logical record length (including the 4 byte length indicator in the records)</p> <p>Format U - Zeros.</p>						
<p><b>Tape Density (1 byte)</b></p>	<p>A code indicating the record density of the tape, as follows:</p> <p>Recording Density</p> <table data-bbox="581 1339 1073 1514"> <thead> <tr> <th>DEN Value</th> <th>9-Track Tape</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>1600 (PE)</td> </tr> <tr> <td>4</td> <td>6250 (GCR)</td> </tr> </tbody> </table> <p>PE - is for phase encoded mode</p> <p>GCR - is for group coded recording mode.</p>	DEN Value	9-Track Tape	3	1600 (PE)	4	6250 (GCR)
DEN Value	9-Track Tape						
3	1600 (PE)						
4	6250 (GCR)						
<p><b>Dataset Position (1 byte)</b></p>	<p>A code, indicating a volume switch, is as follows:</p> <p>0 - No volume switch has occurred</p> <p>1 - A volume switch previously occurred.</p>						

<p><b>Job/Job Step</b> (17 bytes)</p>	<p>Identification of the job and job step that created the dataset. The first 8 bytes contain the name of the job, the ninth byte is a slash (/), and the final 8 bytes contain the name of the job step.</p>
<p><b>Tape Recording Technique</b> (2 bytes)</p>	<p>A code or blanks indicating the tape recording technique used. This field is recorded as blanks for 9-track tape. The only technique available for 9-track tape is odd parity and no translation.</p>
<p><b>Control Characters</b> (1 byte)</p>	<p>A code indicating whether a control character set was used to create the dataset and the type of control characters used:</p> <p>A     Contains ASCII control characters</p> <p>M     Contains machine control characters</p> <p>b     Contains no control characters.</p>
<p><b>Reserved</b> (1 byte)</p>	<p>Reserved for future use - should be recorded as blanks.</p>
<p><b>Block Attribute</b> (1 byte)</p>	<p>A code indicating the block attribute used to create the dataset:</p> <p>B     Blocked records</p> <p>S     Spanned records</p> <p>R     Blocked and spanned records</p> <p>b     No blocked and no spanned records.</p>
<p><b>Reserved</b> (8 bytes)</p>	<p>Bytes 40-42 - reserved for future use -should be blanks. Bytes 43-47 - (3420 tape units only) serial number of creating tape unit. Blank for other units.</p>
<p><b>Checkpoint Dataset</b> (1 byte)</p>	<p>In VS2-Release 2, this byte contains the identifier character C if the dataset is a checkpoint dataset; the byte is blank if the dataset is not a check point dataset or in other releases of the VS systems.</p>
<p><b>Reserved</b> (32 bytes)</p>	<p>Reserved for future use - should be recorded as blanks.</p>



**10. Testing Requirements**

- 10.1 Within thirty (30) days of the execution of this Agreement, BellSouth shall send to AT&T bill data in the appropriate mechanized format (i.e. CABS or CRIS) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment 6. After receipt of the test data from BellSouth, AT&T will notify BellSouth if the billing transmission meets AT&T's testing specifications. If the transmission fails to meet AT&T's testing specifications, BellSouth shall make the necessary corrections. At least three (3) sets of testing data must meet AT&T's testing specifications prior to BellSouth sending AT&T a mechanized production bill for the first time via electronic transmission or tape. Thereafter, BellSouth may begin sending AT&T mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.
- 10.2 At least thirty (30) days prior to changing mechanized formats (e.g., CABS), BellSouth shall send to AT&T bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. BellSouth agrees that it will not send AT&T bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this subsection.
- 10.3 BellSouth shall provide to AT&T's Company Manager, located at 500 North Point Parkway, FLOC B1104B, Alpharetta, Georgia 30302, BellSouth's originating or state level company code so that it may be added to AT&T's internal tables at least thirty (30) calendar days prior to testing or prior to a change in BellSouth's originating or state level company code.
- 10.4 During the testing period, BellSouth shall transmit to AT&T billing data and information via paper transmission. Test tapes shall be sent to AT&T at the following location:

Test Tapes:	AT&T 500 North Point Parkway FLOC B1104B Alpharetta, Georgia 30302 Attn: Access Bill Testing Coordinator
-------------	---

**11. Additional Requirements**

11.1 BellSouth agrees that if it transmits data to AT&T in a mechanized format, BellSouth will also comply with the following specifications which are not contained in CABS guidelines but which are necessary for AT&T to process billing information and data:

- The BAN shall not contain embedded spaces or low values.
- The Bill Date shall not contain spaces or non-numeric values.
- Each bill must contain at least one detail record.
- Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.
- The Invoice Number must not have embedded spaces or low values.

11.2 **DELETED**

## 12. **Bill Accuracy Certification**

Within 120 days of the execution of this Agreement, AT&T and BellSouth will agree upon a CRIS billing quality assurance program that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the billing, recording of charges will be part of that program. In the event the Parties are unable to reach agreement on such a program, the matter will be resolved pursuant to the disputes process provided in Attachment 1.

## 13. **Payment Of Charges**

13.1 Subject to the terms of this Agreement, AT&T and BellSouth will pay each other within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T specifies), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T specifies), payment will be made on the preceding business day.

13.2 Payments shall be made in U.S. Dollars via electronic funds transfer ("EFT") to the other Party's bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, BellSouth and AT&T shall provide each other the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new banking information. The Parties will render payment via

EFT. AT&T will provide BellSouth with one address to which such payments shall be rendered and BellSouth will provide to AT&T with only one address to which such payments shall be rendered. In the event AT&T receives multiple bills from BellSouth which are payable on the same date, AT&T may remit one payment for the sum of all bills payable to BellSouth's bank account specified in this subsection. Each Party shall provide the other Party with a contact person for the handling of billing payment questions or problems.

#### **14. Billing Disputes**

- 14.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. The Parties shall replicate the bill closure procedures set forth in the Access Billing Supplier Quality Certification Operating Agreement. A mutually agreed upon escalation process similar to what is used for CABS billing will be established for the CRIS resale bill as part of the quality assurance program developed pursuant to Section 12 of this Attachment 6. In the interim, in the event of a billing dispute, the process described in Exhibit B to this Attachment shall be followed. Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions, except those resulting from an Audit as described in Section 11 of the General Terms and Conditions of this Agreement. Closure will take place within three (3) months of the Bill Date. The month being closed represents those charges that were billed or should have been billed by the respective Bill Date. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:
- 14.1.1 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.
- 14.1.2 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.
- 14.1.3 If the dispute is not resolved within one hundred and fifty (150) days of the Bill Date, the dispute will be resolved in accordance with the procedures set

forth in the Section 16 of the General Terms and Conditions of this Agreement and Attachment 1.

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

15. **Late Payment Charges**

If either Party fails to remit payment for any charges described in this Attachment by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. The late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (i) one and one-half percent (1 1/2%) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed late payment charges.

16. **Adjustments**

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

**17. Recording of Call Information**

17.1 Where Telecommunications Services are being resold or unbundled Network Elements are being utilized, the Parties agree to record call information in accordance with this subsection. To the extent technically feasible, each Party will record and process the usage sensitive call detail information associated with the other Party's local exchange customer. The call records for the charged number shall be provided at a Party's request and shall be formatted pursuant to BellCore standards and the terms and conditions of this Agreement. BellSouth and AT&T agree that they will retain, at each Party's sole expense, copies of all AMA transmitted to the other Party for at least seven (7) calendar days after transmission to the other Party.

17.2 Each Party will provide the other Party with a carrier identification code ("CIC") on each EMR record transmitted to the other Party. If BellSouth does not have a CIC for any local exchange carrier, BellSouth or IXC for whom BellSouth must supply to AT&T billing records or information pursuant to this Attachment, BellSouth agrees that it will assist the local exchange carrier, BellSouth or IC in obtaining a CIC expeditiously. Until the local exchange carrier, BellSouth or IXC has received a CIC, BellSouth agrees that it will submit its CIC to AT&T on those records for billing and payment. BellSouth further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier. Likewise, if AT&T does not have a CIC for any local exchange carrier, BellSouth or IXC for whom AT&T must supply to BellSouth billing records or information pursuant to this Attachment, AT&T agrees that it will assist the local exchange carrier, BellSouth or IXC in obtaining a CIC expeditiously. Until the local exchange carrier, BellSouth or IXC has received a CIC, AT&T agrees that it will submit its CIC to BellSouth on those records for billing and payment. AT&T further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier.

17.3 **DELETED**

17.3.1 **DELETED**

17.3.2 **DELETED**

17.3.3 **DELETED**

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

18. **DELETED**

Exhibit A

**REQUIREMENTS FOR NON-CABS BILLING  
OF  
AT&T LOCAL SERVICE RESALE**

AT&T and BellSouth agree to the following requirements for non-CABS billing for Local Service Resale:

- BellSouth will provide a 13 character alpha-numeric Billing Account Number (BAN)
- BellSouth will provide one (1) BAN per Regional Accounting Office (RAO)
- BellSouth will provide one (1) bill cycle for all BANs / RAOs excluding the 4th, 7th and 13th bill cycles
- BellSouth will render the bill within ten (10) days of the bill date
- AT&T will render payment 30 days from the bill date or 20 days from the date the bill is received, whichever is greater
- AT&T will render payment via wire transfer to the existing CABS billing address
- BellSouth will render billing for PIC charges separately
- BellSouth will bill monthly service charges in advance of the bill date
- BellSouth will bill usage charges in arrears of the bill date
- BellSouth will identify all charges by incurred state except in cross boundary situations
- All local billing is considered jurisdiction '5'
- BellSouth will uniquely identify the local billing BANs as Type Of Account 'Q'
- BellSouth will separately identify business and residence charges via 1FB or 1FR
- BellSouth will provide From and Through dates for all local billing

Exhibit B

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

**LOCAL CARRIER SERVICE CENTER**

**Telephone  
Numbers**

Office .....800-872-3116  
Local Service Requests, LSR Questions,  
Billing Inquiries and General Assistance

Fax Number .....800-872-7059  
All Forms

**Managers**

Director  
Barbara Warren .....700-451-0853

Manager  
Paula Murphy .....700-451-0883

**Mailing Address**

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

**Hours of  
Operation**

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

**Holidays  
Observed**

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

**Process**

The long-term escalation process will be developed as part of the Quality Assurance program outlined in paragraph 12 of this attachment. In the interim, AT&T will escalate any billing discrepancies to the BellSouth LCSC Manager. If resolution is not attained within 30 days, AT&T will escalate the discrepancy to the BellSouth Director. If the billing discrepancy is not resolved within 30 days, AT&T will obtain the name and number

of the next level manager from the BellSouth Director and continue escalating until a resolution is reached.



## Interconnection Agreement

**Number:** FL0076

**State:** FL

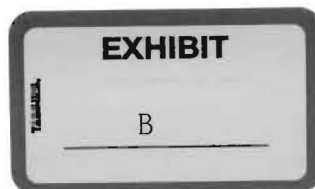
**Date:** 7/14/99

**Type:** Interconnection - RBOC

**ILEC:** BellSouth

**CLEC:** TCG

**Description:** Interconnection Agreement - BellSouth/TCG. Adopting terms of 6/10/97 FL BS/AT&T agreement also available on Interconnection Agreement Locator.



## AGREEMENT

This Agreement, which shall become effective as of the 14<sup>th</sup> day of July, 1999, is entered into by and between Teleport Communications Group, Inc., ("TCG") a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

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

**WHEREAS**, TCG has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth Telecommunications, Inc. and AT&T Communications of the Southern States, Inc. ("BellSouth/AT&T Interconnection Agreement") dated June 10, 1997 for the state of Florida.

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

1. TCG and BellSouth shall adopt in its entirety the BellSouth/AT&T Interconnection Agreement ("Adopted Agreement") dated June 10, 1997 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement.

ITEM	NO. PAGES
Adoption Papers	5
Title Page	1
Table of Contents	3
General Terms and Conditions	66
Attachment 1	9
Attachment 2	109
Attachment 3	49
Attachment 4	8
Attachment 5	5

Attachment 6	27
Attachment 7	49
Attachment 8	6
Attachment 9	4
Attachment 10	7
Attachment 11	9
Attachment 12	18
Attachment 13	12
Attachment 14	2
Attachment 15	12
Letter dated 06/10/97	1
Replacement pages	21
Letter dated 08/21/97	1
Replacement pages	6
Letter dated 07/24/98	1
Replacement pages	8
Amendment	4
<b>TOTAL</b>	<b>443</b>

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

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2 of the BellSouth/AT&T Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the BellSouth/AT&T Interconnection Agreement, the effective date shall be June 10, 1997.

4. TCG shall accept and incorporate any amendments to the BellSouth/AT&T Interconnection Agreement executed subsequent to the date of this Agreement, as a result of any final judicial, regulatory, or legislative action.

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

BellSouth Telecommunications, Inc.

TCG Account Team  
Suite 200  
1960 W. Exchange Place  
Tucker, Georgia 30084

and

Susan Arrington  
Manager - Interconnection Services  
34S91 BellSouth Center  
675 W. Peachtree Street, N.E.  
Atlanta, Georgia 30375

General Attorney - COU  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

Teleport Communications Group, Inc.

Bill Peacock  
Director – Negotiations Local Service and  
Access Management  
AT&T  
1200 Peachtree Street, N.E.  
Room 4160  
Atlanta, Georgia 30309

With a copy to:

Chief Commercial Attorney  
AT&T  
1200 Peachtree Street, Prom I  
Room 8100  
Atlanta, Georgia 30309

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

6. The Parties hereby agree that Section 16 of the General Terms and Conditions of the Adopted Agreement is hereby deleted in its entirety and replaced with the following language:

TCG Adopt - FL

16. Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

7. The Parties hereby agree that Part IV, Section 37 of the General Terms and Conditions section of the Adopted Agreement is hereby deleted in its entirety and replaced with the following language:

**37. Compensation for Call and Transport Termination**

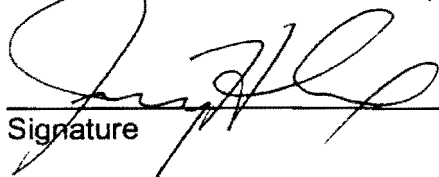
The rates that TCG and BellSouth shall charge each other for the termination of local calls are set forth in Table 1 (See Section 36 for Table 1). Facilities needed to be purchased by either TCG or BellSouth, for the purpose of interconnecting the networks of one company with the networks of the other may be purchased at rates, terms and conditions set forth in BellSouth's Intrastate Switched Access (Section E6) or Special Access (Section E7) Services tariff.

8. The Parties agree that Attachment 1 of the Adopted Agreement is not applicable and is hereby deleted in its entirety.

9. The Parties to this Agreement hereby agree that all of the other provisions of the BellSouth/AT&T Interconnection Agreement dated June 10, 1997, shall remain in full force and effect.

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

BellSouth Telecommunications, Inc.

  
\_\_\_\_\_  
Signature

Jerry D. Hendrix  
\_\_\_\_\_  
Name

7/14/99  
\_\_\_\_\_  
Date

Teleport Communications Group, Inc.

  
\_\_\_\_\_  
Signature

MICHELLE L. AUGIER  
\_\_\_\_\_  
Name

7/13/99  
\_\_\_\_\_  
Date

EXHIBIT

**BELLSOUTH**

**BellSouth Interconnection Services**

675 West Peachtree Street  
Room 34P70  
Atlanta, Georgia 30375

Susan M. Arrington  
(404) 927-7513  
Fax: (404) 529-7839

September 8, 1999

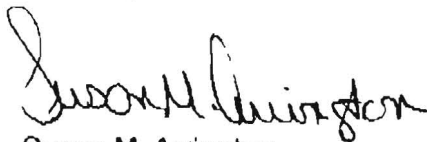
Mr. Bill Peacock  
Director – Negotiations Local Service and  
Access Management  
AT&T  
Room 4160  
1200 Peachtree Street N.E.  
Atlanta, Georgia 30309

Dear Bill:

This letter is to advise Teleport Communications Group, Inc. (TCG) that effective as of July 14, 1999, BellSouth is no longer obligated under Florida Order No. PSC-98-1216-FOF-TP, dated September 15, 1998, to compensate TCG for the transport and termination of its ISP and ESP type traffic. The TCG agreement addressed in the Florida order expired on July 14, 1999. At that time, TCG elected to adopt the AT&T Agreement in six of the BellSouth states, Florida being one of those states.

The Order requiring BellSouth to pay TCG for this type of traffic was based upon specific language in the TCG agreement and what the Commission considered to be the intent of BellSouth and TCG in negotiating this specific agreement. Therefore, now that the TCG agreement has expired and TCG is operating under the adopted AT&T agreement, BellSouth will no longer pay reciprocal compensation to TCG for ISP or ESP type traffic.

Sincerely,



Susan M. Arrington  
Manager - Interconnection Services/Pricing

cc: Nancy White  
Jerry Hendrix



## AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Teleport Communications Group, Inc., a Delaware corporation, on behalf of itself and its wholly owned subsidiaries, (collectively referred to as "TCG"), and shall be deemed effective as of July 15, 1996. This agreement may refer to either BellSouth or TCG or both as a "party" or "parties."

## WITNESSETH

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

WHEREAS, TCG is a local exchange telecommunications company authorized, has applications pending, or may make application to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996;

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

### I. Definitions

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

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





**C. Intermediary function** is defined as the delivery of local traffic from a local exchange carrier other than BellSouth or TCG or from another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or TCG to an end user of BellSouth or TCG.

**D. Local Traffic** is defined as any telephone call that originates and terminates in the same LATA and is billed by the originating party as a local call, including any call terminating in an exchange outside of BellSouth's service area with respect to which BellSouth has a local interconnection arrangement with an independent LEC, with which TCG is not directly interconnected.

**E. Local Interconnection** is defined as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Interim Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

**F. Percent of Interstate Usage (PIU)** is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to Interim Number Portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for Interim Number Portability less all minutes attributable to terminating party pays services.

**G. Percent of Local Usage (PLU)** is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only appear local due to Interim Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Interim Number Portability less intrastate terminating party pays minutes of use.

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

**I. Multiple Exchange Carrier Access Billing ("MECAB")** means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF").

which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

**J. Multiple Exchange Carriers Ordering and Design Guidelines for Access Services--Industry Support Interface ("MECOD")** means a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS. The ECOD document, published by BellCore as Special Report SR-STS-002643, establishes methods for processing orders for access service provided by two or more local carriers (including a LEC and a CLEC).

## **II. Purpose**

The parties intend that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each party's obligations under sections 251, 252 and 271 of the Act. The access and interconnection obligations contained herein, when implemented, are intended to enable TCG to provide competing telephone exchange service to residential and business subscribers within the nine state region of BellSouth. To the extent the items in 47 U.S.C. § 271(c)(2)(B) are contained within this Agreement, the parties intend and expect that with the successful implementation of this Agreement, BellSouth will satisfy the requirements of 47 U.S.C. § 271(c)(2)(B).

## **III. Term of the Agreement**

**A.** The term of this Agreement shall be three years, beginning July 15, 1996.

**B.** The parties agree that by no later than December 1, 1998, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning July 1, 1999.

**C.** If, within 135 days of commencing the negotiation referred to in Section III (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than March 2, 1999. The parties further agree that in the event the Commission does not issue its order prior to July 1, 1999 or if the parties continue beyond July 1, 1999 to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the

parties, will be effective retroactive to July 1, 1999. Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

**IV. Local Interconnection (47 U.S.C. §251(c)(2), §252(d)(1),(2), §271(c)(2)(B)(i))**

**A.** The parties intend that the interconnection of their equipment, facilities and networks pursuant to this section will comply with the requirements of sections 251, 252 and 271 of the Act upon successful implementation of this Article.

**B.** The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement.

**C.** Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, incorporated herein by this reference. Each state to which this Agreement applies will be billed separately. The charges for local interconnection are to be billed monthly and payable quarterly after appropriate adjustments pursuant to this Agreement are made. To the extent TCG will connect to BellSouth's access tandem and BellSouth's end offices the rate for TCG's local interconnection will be a combination of tandem and end office rates. BellSouth agrees that the local interconnection rate it shall pay to TCG shall be computed using a similar percentage of tandem and end office rates. The rate will be determined as an average of end office routed minutes and tandem routed minutes.

**D.** The first six month period of traffic exchange under this Agreement in each state is a testing period in which the parties agree to exchange data and render billing. However, no compensation during this period will be paid. If, during the second six month period, the monthly net amount to be billed prior to the cap being applied pursuant to subsection (E) of this section is less than \$40,000.00 for each state, the parties agree that no payment is due. This cap shall be reduced for each of the subsequent six month periods as follows: 2nd period -\$40,000.00; 3rd period-\$30,000.00; and 4th period--\$20,000.00. The cap shall be \$0.00 for any period after the expiration of the 4th six month period.

**E.** The parties agree that neither party shall be required to compensate the other for more than 105% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month on a statewide basis. This cap shall apply to the total billed local interconnection minutes of use calculated for each party and any affiliate of the party providing local exchange telecommunications services under the party's certificate of necessity issued by the Commission. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as actual usage data is available or at the expiration of the first year after the initiation of traffic exchange pursuant to this

Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. The calculations, including examples of the calculation of the cap between the parties will be pursuant to the procedures set out in Attachment A, incorporated herein by this reference. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their prospective PLU.

F. The parties agree that there are four appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party; and (4) upon mutual agreement as to technical feasibility, the parties may also interconnect on a mid-span basis. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7) services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference.

G. The parties agree to accept and provide any of the preceding methods of interconnection. TCG shall establish a point of interconnection at each and every BellSouth access tandem within the local calling area TCG desires to serve for interconnection to those end offices that subtend the access tandem. Alternatively, TCG may elect to interconnect directly at the end offices for interconnection to end users served by that TCG end office. BellSouth will connect at each TCG end office or tandem inside that local calling area. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. Signal Transfer Point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate access tariff, as amended from time to time will apply.

H. The parties agree to establish trunk groups from the interconnecting facilities of subsection (F) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.

I. TCG agrees to use NXX codes in a manner that will allow BellSouth to distinguish Local Traffic (measured and flat rate) from intraLATA toll traffic. If either

party provides a service to its end user customers where said customers were provided a unique local calling area, the parties agree to provide such service using a unique NXX code, to provide 60 days advance written notice to the other party of the offering of such a service, and if both of the preceding conditions are met, to treat the interconnection of such traffic as local.

J. If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) a local exchange telecommunications company other than BellSouth ("ICO") or TCG; or (2) another telecommunications company such as a wireless telecommunications service provider, the party performing the intermediary function will bill a \$.002 per minute charge over and above the local interconnection rates set out in this section. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to subsection (L), infra of this section.

K. Except where the conditions of paragraph (M), infra, are met, when the parties jointly provide an exchange access connection for an interexchange carrier ("IXC"), each party will provide their own exchange access to the IXC on a multi-bill, multi-tariff meet-point basis pursuant to subsection (L), infra. Each party will bill its own exchange access rates to the IXC.

L. The parties agree that the Company functioning as the end office also functions as the Initial Billing Company ("IBC"). The Party providing the intermediary function bills as the Subsequent Billing Company ("SBC"). The IBC will issue summary records to the SBC, in accordance with OBF Guidelines. The Parties will conduct this business in accordance with the MECABs and MECOD guidelines defined in Section 1 of this Agreement. The Parties agree to work cooperatively to support the work of the Ordering and Billing Forum ("OBF") and to implement OBF changes to MECABs and MECOD in accordance with the OBF Guidelines. BellSouth shall provide the billing name, billing address and CIC of the IXCs on magnetic tape or via electronic file transfer using the EMR format in order to comply with the MPB Notification process as outlined in the MECAB document. The Parties agree to permit the other to concur in its tariffs and to promptly execute any documentation necessary for such concurrence.

M. When one party to this Agreement (LEC A) delivers to the other party (LEC B) exchange access traffic from LEC A's access tandem using facilities that are collocated at LEC B's end office, the Feature Group Interconnection Compensation (FGIC) plan described in Attachment B-1A, incorporated herein by this reference, shall apply. FGIC shall apply to both originating and terminating exchange access traffic so long as the conditions of this subsection are met. When FGIC is applied, LEC A may, at its option, render a single bill to the IXC.

N. When either party delivers calls with unique dialing codes (i.e. time, weather, N11, 900 and 976 calls), the calls shall be delivered in accordance with the

servicing arrangements defined in the LERG. To the extent unique billing arrangements with information service providers are required, BellSouth agrees to provide assistance to TCG in making such arrangements.

O. The ordering and provision of all services purchased from BellSouth by TCG shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based) as those guidelines are amended by BellSouth from time to time during the term of this Agreement. To the extent TCG provides such guidelines to BellSouth, the ordering and provision of all services purchased from TCG by BellSouth shall be pursuant to those guidelines, as amended by TCG from time to time during the term of this Agreement.

#### V. IntraLATA and InterLATA Toll Traffic Interconnection

A. The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's network, each party will pay to the other party BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. The parties agree that the terminating switched access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.

B. For originating and terminating intrastate toll traffic, each party shall pay the other BellSouth's intrastate switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services Tariff as that Tariff is amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If TCG is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses TCG as an interexchange carrier on a 10XXX basis, BellSouth will charge TCG the appropriate tariff charges for originating network access services. If BellSouth is serving as the TCG end user's presubscribed interexchange carrier or if the TCG end user uses BellSouth as an interexchange carrier on a 10XXX basis, TCG will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

C. The parties agree that to the extent either party provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional access tandems that serve the end office of the customer outside the local calling area.

D. Each party agrees to compensate the other, pursuant to the other party's originating switched access charges, including the database query charge, for the origination of 800 traffic terminated.

E. Each party will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.

F. If, during the term of this Agreement, either party provides interLATA 800 services, the party will compensate the other for the origination of such traffic pursuant to the appropriate tariff. The party shall provide the appropriate records for billing pursuant to subsection E, above.

G. Should TCG require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. TCG shall utilize SS7 Signaling links, ports and usage as set forth in Attachment C-7, incorporated herein by this reference. TCG will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SSP equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said service shall be as set forth in BellSouth's Intrastate Access Services Tariff as said tariff is amended from time to time during the term of this Agreement.

#### **VI. Interim Number Portability (47 U.S.C. §251(b)(2) and §271(c)(2)(B)(xi))**

A. The parties intend that the number portability provided pursuant to this section to will comply with the requirements of sections 251, 252, and 271 of the Act upon successful implementation of this Article.

B. Interim Number Portability (INP) is an interim service arrangement provided by each party to the other whereby an end user, who switches subscription of his local exchange service from BellSouth to TCG, or vice versa, is permitted to retain use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number. INP services are available in two arrangements, INP-Remote and INP-DID. Notwithstanding the foregoing, INP is not available when the end user's existing account has been denied or disconnected for nonpayment and an outstanding balance remains unpaid.

C. INP services and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices. SS7 Signaling is required for the provision of INP services. INP-DID is available from either party on either a per DS0, DS1 or DS3 basis. Where INP-DID is provided on a DS1 or a DS3 basis, applicable channelization rates as specified in Attachment C-16, incorporated herein by this reference. INP is available only for basic

local exchange service. Section E6.8.1.H of the BellSouth Intrastate Switched Access tariff, as said tariff is amended from time to time during the term of this Agreement.

D. INP is available only where TCG or BellSouth is currently providing, or will begin providing concurrent with provision of INP, basic local exchange service to the affected end user. INP for a particular TCG assigned telephone number is available only from the BellSouth central office originally providing local exchange service to the end user. INP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or TCG initiated activity (e.g. a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

E. INP-Remote is a telecommunications service whereby a call dialed to an INP-Remote equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by TCG or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the INP-Remote end user and acknowledges that the Repeat Dialing feature of the CLASS features and functions may not be operational with INP-Remote service. INP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis and are in addition to the rate for INP-Remote service.

F. INP-DID service provides trunk side access to end office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A INP-DID trunk termination, provided with SS7 Signaling only, charge applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in Section E6 of BellSouth's intrastate Access Services tariff, as said Tariff is amended from time to time during the term of this Agreement. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. INP-DID must be established with a minimum configuration of 2 channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for INP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. INP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where INP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center



or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a INP-DID number group, however there are no restrictions on calls completed to other numbers of a INP-DID number group. Interface group arrangements provided for terminating the switched transport at the party's terminal location are as set forth in E6.1.3.A. of BellSouth's intrastate Access Services tariff, as amended from time to time during the term of this Agreement.

G. INP services will be provided at the charges contained in Attachment B-3 for INP-RCF and Attachment B-4 for INP-DID. Both Attachments are incorporated herein by this reference.

H. The calling party is responsible for payment of the applicable charges for sent-paid calls to the INP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or TCG is responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either party may request that the other block collect and third party non-sent paid calls to the INP assigned telephone number. If the party does not request blocking, the other party will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges, provided at the individual end user account level. The detail will include itemization of all billable usage. As an alternative to the itemized monthly bill, each party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated format. TCG usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO will be provided in rated format.

I. Each party is responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of INP services. Each party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting INP ported traffic. Each party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other party or any of its end users. In the event that either party determines in its sole judgment that the other party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that party may either refuse to provide INP service or terminate INP to the other party.

J. Each party will be the other's party's single point of contact for all repair calls regarding INP service on behalf of each party's end user. Each party reserves the right to contact the other party's customers, if deemed necessary, for INP service maintenance purposes. Notice of the customer contact shall be given to the party serving the end user as soon as practicable.

K. Neither party is responsible for adverse effects on any service, facility or equipment for the use of INP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics can not be specified by either party for such calls. Neither party is responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other party obsolete or renders necessary modification of the other party's equipment.

L. For that terminating IXC traffic ported to either party which requires use of either party's tandem switching, the billing for exchange access as delineated in Article IV(L) or (M), supra, shall apply.

M. If either party has direct connections to the IXCs for the termination of all interLATA traffic and it is only through the use of INP services that the other party's tandem is being utilized and the tandem provider receives network access service revenues from the terminating IXC, the party directly connected to the IXCs will bill the other party the exchange access charges for the terminating facilities used for that interLATA traffic. This circumstance may also arise where an intraLATA toll call from one party's customer is sent to a number that is, in turn, forwarded through the use of INP services to the other party's customer. If so, the party utilizing INP will bill the other party the exchange access charges for the terminating facilities used for that intraLATA toll traffic.

N. If during the term of this Agreement, the Federal Communications Commission issues regulations pursuant to 47 U.S.C. §251 to require number portability different than that provided pursuant to this subsection, the parties agree to fully comply with those regulations.

**VII. Provision of Unbundled Elements (47 U.S.C. §251(c)(3), § 252(d) and §271(x)(2)(B)(ii))**

A. The parties intend that BellSouth's offer of unbundled network elements to TCG pursuant to this section will comply with the requirements of sections 251, 252 and 271 of the Act upon successful implementation of this Article.

B. BellSouth will offer an unbundled local loop to TCG at the rates as set forth in Attachment C-15, incorporated herein by this reference. Special construction charges, if applicable, will be as set forth in BellSouth's Intrastate Special Access Tariff as said tariff is amended from time to time during the term of this Agreement. BellSouth will also offer, as a new service loop concentration as set forth in Attachment C-16, incorporated herein by this reference. The parties agree that loop concentration service is not an unbundled element.

C. BellSouth will offer to TCG unbundled loop channelization system service which provides the multiplexing function to convert 96 voice grade loops to DS1 level for connection with TCG's point of interface. Rates are as set forth in Attachment C-16, incorporated herein by this reference.

D. BellSouth will offer to TCG unbundled local transport from the trunk side of its switch at the rates as set forth in Attachment B-1, incorporated herein by this reference.

E. BellSouth will offer to TCG unbundled local switching at the rates as set forth in Attachment C-17, incorporated herein by this reference, for the unbundled exchange service port.

F. BellSouth agrees to offer to TCG, upon its request for a 24 to 28 month commitment, the equivalent of a SmartPath® loop at a rate not to exceed a recurring monthly charge of \$190.00. BellSouth further agrees to offer to TCG, upon its request, the equivalent of a MegaLink<sup>SM</sup> Plus loop, priced in accordance with section 252(d) of the Act.

G. The parties agree that BellSouth may provide, upon TCG request, any other network element on an unbundled basis at any technically feasible point on its network pursuant to the requirements of section 251 of the Act.

**VIII. Access To Poles, Ducts, Conduits, and Rights of Way (47 U.S.C. § 251(b)(4) and §271(c)(2)(B)(iii))**

A. BellSouth agrees to provide to TCG, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth. The rates, terms and conditions are set out in Attachment C-14.

**IX. Physical Collocation (47 U.S.C. §251(c)(6))**

A. The parties agree that each shall provide to the other physical collocation services pursuant to Attachment C-13, incorporated herein by this reference.

**X. Access to 911/E911 Emergency Network (47 U.S.C. §271(c)(2)(B)(vii)(I))**

A. The parties intend for the provision of access to BellSouth's 911/E911 Emergency network by TCG pursuant to this section will comply with the requirements of sections 251, 252, and 271 of the Act upon successful implementation of this Article.

B. 911 and E911 traffic refers to emergency calls originated by dialing 9-1-1. The Parties agree to cooperate to ensure the seamless operation of emergency call networks, including 911, and E911 calls.

C. For basic 911 and E911 service, BellSouth will provide to TCG a list consisting of each municipality in each state that subscribes to either service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911/E911. The parties agree that the county or municipality may wish to assign a different 10 digit directory number for each local exchange company. TCG agrees to hold this information proprietary and will use the information solely for the purpose of routing 0-calls from the TCG Operator Services platform to the PSAPs.

D. TCG will arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth or to the 10 digit number provided by the county or municipality. TCG will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, TCG shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection (E), below.

E. For E911 service, TCG shall install a minimum of two dedicated trunks originating from TCG's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. TCG will provide BellSouth daily updates to the E911 database. BellSouth will provide TCG, within 48 hours, confirmation of the receipt of said updates.

F. If a municipality has converted to E911 service, TCG will forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem

trunks are not available, TCG will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP pursuant to the appropriate state statute or regulation. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

G. BellSouth and TCG agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it is amended from time to time during the term of this Agreement by BellSouth, shall determine the appropriate procedures and practices of the parties as to the provision of 911/E911 Access. BellSouth, as the operator of the Automatic Location Identification (ALI) database, and TCG will use established processes, procedures and formats described in the E911 Local Exchange Carrier Guide for Facility Based Providers to interface with TCG. BellSouth will process valid TCG customer information within 24 hours of receipt from TCG, and electronically transfer the TCG subscriber information to the 911 database.

I. BellSouth agrees to provide, on a scheduled quarterly basis, copies of the Master Street Address Guide ("MSAG") for the LATAs in which TCG operates. The MSAG will be provided via 9-track magnetic tape. TCG agrees to work with the appropriate counties authorities to resolve any addressing issues. BellSouth agrees to maintain the MSAG based upon input from and discussions with the appropriate county authorities.

J. If TCG's certificated area conforms with BellSouth's exchange boundaries, BellSouth will provide a list of 911 tandems serving the BellSouth exchanges. If TCG's certificated area does not conform with BellSouth's exchange boundaries, upon receipt of TCG's NXXs with the comparable BellSouth NXX, BellSouth will provide to TCG the information as to which access tandem the TCG NXXs are routed.

K. The applicable rate elements are as set forth in Attachment C-3, incorporated herein by this reference.

#### **XI. Provision of Operator Services ( 47 U.S.C. §271(c)(2)(B)(vii)(II)&(III))**

A. The parties intend for the provision of access to BellSouth's operator services by TCG pursuant to this section will comply with the requirements of sections 251, 252, and 271 of the Act upon successful implementation of this Article.

B. The parties agree to mutually provide busy line verification and emergency interrupt services pursuant to each party's rates, terms and conditions as may be amended from time to time during the term of this Agreement.

C. BellSouth will offer to TCG Operator Call Processing Access Service; and Directory Assistance Access Services (Number Services). Rates, terms and conditions

are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.

D. BellSouth will offer to TCG CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-11, incorporated herein by this reference.

E. Each party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to INP services that are not presently being used to provide local exchange service or that are terminating to an end user. Where either party chooses to disconnect or terminate any INP service, that party is responsible for designating an appropriate standard type of announcement to be provided.

## **XII. Directory Listings (47 U.S.C. §271(c)(2)(B)(viii))**

A. Subject to execution of an agreement between TCG and BellSouth's affiliate, BellSouth Advertising and Publishing Company ("BAPCO") substantially in the form set forth in Attachment C-XX, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) TCG's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to TCG's subscribers. The parties intend for the provision of white pages directory listings to TCG pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

B. BellSouth, TCG and BAPCO will accord TCG's directory listing information the same level of confidentiality which BellSouth accords its own directory listing information, and BellSouth shall limit access to TCG's customer proprietary confidential directory information to those BellSouth or its affiliates' employees who are involved in the preparation of listings.

C. BellSouth will not charge TCG to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

## **XIII. Access to Telephone Numbers (47 U.S.C. §271(c)(2)(B)(ix))**

A. The parties intend for the provision of access to telephone numbers for TCG pursuant to this section will comply with the requirements of sections 251, 252, and 271 of the Act upon successful implementation of this Article.

B. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that TCG has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the BellCore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. TCG agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.

C. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

**XIV. Access to Signaling and Signaling Databases (47 U.S.C. §271(c)(2)(B)(x))**

A. The parties intend for the provision of access to signaling and signaling databases for TCG pursuant to this section ~~to~~ <sup>will</sup> comply with the requirements of sections 251, 252, and 271 of the Act. ACB  
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B. BellSouth will offer to TCG use of its signaling network and signaling databases on an unbundled basis at published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

C. BellSouth offers to input the NXXs assigned to TCG into the Local Exchange Routing Guide ("LERG").

D. BellSouth will enter TCG line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in Attachment C-5, incorporated herein by this reference. Entry of line information into LIDB will enable TCG's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.

E. If TCG utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

**XV. BellSouth's Offer of Services Available for Resale (47 U.S.C. § 251(c)(4), §251(d)(3) & §271(c)(2)(B)(xiv))**

A. The parties intend for the provisions contained in this section regarding BellSouth's telecommunications services available for resale will comply with the

requirements of sections 251, 252, and 271 of the Act upon successful implementation of this Article.

**B.** The rates pursuant by which TCG 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 Attachment D, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

**C.** TCG may resell the tariffed local exchange and toll telecommunications services of BellSouth subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase for the purposes of resale: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; legislatively or administratively mandated specialized discounts (e.g. education institutions discount); and discounted services to meet competitive situations.

**D.** The provision of services by BellSouth to TCG does not constitute a joint undertaking for the furnishing of any service.

**E.** TCG 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 TCG for all services.

**F.** TCG will be BellSouth's single point of contact for all services purchased pursuant to this Agreement including all ordering activities and repair calls. For all repair requests, TCG accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth. BellSouth may bill TCG for handling troubles that are found not to be in the BellSouth network. The parties agree that BellSouth may contact TCG's customers, if in its sole discretion it deems necessary for maintenance purposes. Notice of the customer contact shall be given to the party as soon as practicable. BellSouth shall have no other contact with the end user except to the extent provided for herein.

**G.** BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any end user within the service area of TCG and TCG agrees not to interfere with the right of any end user to obtain service directly from BellSouth. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of TCG.



H. In most circumstances, the current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the BellSouth account for which payment arrangements have not been made. BellSouth will not, however, make the end user's previous telephone number available to TCG until the end user's outstanding balance has been paid. Denied service means that the service of an end user provided by a local exchange telecommunications company, including BellSouth has been temporally suspended for nonpayment and subject to complete disconnection.

I. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

1. Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
2. Cause damage to their plant;
3. Impair the privacy of any communications; or
4. Create hazards to any employees or the public.

TCG assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by TCG.

J. TCG agrees that its resale of BellSouth services shall be as follows:

1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
2. To the extent TCG is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, TCG shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by TCG are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement

as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

3. Hotel and Hospital PBX service 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 COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in BellSouth's A23 or A27 Shared Tenant Service Tariff, as appropriate.
4. TCG is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2.3.2.A. of BellSouth's Tariff.
5. Resold services can only be used in the same manner as specified in BellSouth's Tariff. 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. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of BellSouth's Tariff referring to Shared Tenant Service.

K. 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.

L. Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth. TCG 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.

M. BellSouth will not perform billing and collection services for TCG 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.

N. Until such time as BellSouth receives permission from the FCC to bill the End User Common Line (EUCL) charge to TCG, BellSouth will, on an interim basis, bill

TCG the charges shown below which are identical to the EUCL rates billed by BST to its end users.

	<b>Monthly Rate</b>
1. Residential	
(a) Each Individual Line or Trunk	<b>\$3.50</b>
2. Single Line Business	
(b) Each Individual Line or Trunk	<b>\$3.50</b>
3. Multi-line Business	
(c) Each Individual Line or Trunk	<b>\$6.00</b>

O. The procedures for discontinuing end user service purchased by TCG for resale to an end user are as follows:

1. Where possible, BellSouth will deny service to TCG's end user on behalf of, and at the request of, TCG. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of TCG
2. At the request of TCG, BellSouth will disconnect a TCG end user customer.
3. All requests by TCG for denial or disconnection of an end user for nonpayment must be in writing.
4. TCG will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise TCG when it is determined that annoyance calls are originated from one of their end user's locations. It is the responsibility of TCG to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

P. The procedures for discontinuing service to TCG are as follows:

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 TCG of the rules and regulations of BellSouth's Tariffs.
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 TCG, 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. If BellSouth does not refuse additional applications for service on the date specified in the notice, and TCG's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.
3. If payment of the account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
4. If TCG fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, BellSouth may, on thirty days written notice to the person designated by TCG to receive notices of noncompliance, discontinue the provision of existing services to TCG at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice, and TCG's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to TCG without further notice.
5. If payment is not received or arrangements made for payment by the date given in the written notification, TCG's services will be discontinued. Upon discontinuance of service on a TCG's account, service to TCG's end users will be denied. BellSouth will also reestablish service at the request of the end user or TCG upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.
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.

**Q.** BellSouth may require TCG to make a deposit when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves TCG from 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. In the event that TCG defaults on its account, service to TCG will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to TCG during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to TCG by the accrual date.

#### **XVI. Ordering of Services From BellSouth For Resale Purposes**

**A.** The ordering and provision of services purchased from BellSouth for resale purposes by TCG shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Reseller) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

**B.** When the initial service is ordered by TCG, BellSouth will establish an accounts receivable master account for TCG.

**C.** BellSouth shall bill TCG on a current basis all applicable charges and credits.

**D.** Payment of all charges will be the responsibility of TCG. TCG shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by TCG from TCG's customer. BellSouth will not become involved in billing disputes that may arise between TCG and its customer. 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.

**E.** BellSouth will render bills each month on established bill days for each of TCG's accounts.

**F.** BellSouth will bill TCG in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual end user account level.

**G.** 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 U.S. funds. Payment is considered to have been made when received by BellSouth.

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 I. following, shall apply.

**H.** Upon proof of tax exempt certification from TCG, the total amount billed to TCG will not include any taxes due from the end user. TCG will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

**I.** As the customer of record, TCG will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

**J.** 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. The late factor shall be the lessor of:

1. The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that TCG actually makes the payment to BellSouth, or
2. 0.000590 per day, compounded daily for the number of days from the payment due date to and including the date that TCG actually makes the payment to BellSouth.

**K.** Any Carrier Common Line charges (CCL) associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.

L. In general, BellSouth will not become involved in disputes between TCG and TCG's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, TCG 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 TCG to resolve the matter in as timely a manner as possible. TCG may be required to submit documentation to substantiate the claim.

M. TCG is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by BellSouth within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon TCG.

#### **XVII. Network Design and Management (47 U.S.C. § 251(c)(5))**

A. The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance, contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

D. BellSouth does not intend to charge rearrangement, reconfiguration, disconnection, or other non-recurring fees that may be associated with the initial reconfiguration of TCG's interconnection arrangement. However, TCG's interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, BellSouth does intend to charge TCG non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased by TCG.

E. The parties agree to provide LEC-to-LEC 64k clear channel (where technically feasible) and Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of ISDN and CLASS features and functions. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties

agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

F. For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization as required by Section IV of this Agreement. New trunk groups will be implemented as dictated by engineering requirements for both parties.

G. The parties agree to provide each other with the proper call information, i.e. originated call party number and destination call party number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

#### **XVIII. Disconnection of Existing End User Service**

A. Either party will accept requests from the other party to disconnect the service of an existing end user. Either party will accept a request directly from an end user for conversion of the end user's service from itself to the other party or will accept a request from another local exchange carrier or the other party for conversion of the Interim Number Portability service associated with an end user's service to another local exchange carrier or Reseller. The party taking the request will notify the other party that such a request has been processed. Neither party will require end user confirmation prior to disconnecting the end user's service. Both parties agree to provide proof of authorization upon request.

B. If either party determines that an unauthorized change in local service provider has occurred, the party will reestablish service with the appropriate local service provider as requested by the end user and will assess an Unauthorized Change Charge of \$19.41 per line or trunk for Residence or Business. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed because of the unauthorized change. These charges may be adjusted if satisfactory proof of authorization is provided.

C. BellSouth may designate BellSouth as the preferred provider of local exchange service for its own pay telephones.

#### **XIX. Implementation of Agreement**

The parties agree that within 30 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, ordering, testing, and full operational time frames. The implementation



shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference.

## **XX. Auditing Procedures**

A. Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

B. For combined interstate and intrastate traffic terminated over the same facilities, each party shall provide a projected Percentage Interstate Usage ("PIU") as defined herein to the other party. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

C. Each party reserves the right to periodically audit services purchased for the purposes of resale to confirm that such services are being utilized in conformity with this Agreement. The parties agree to make any and all records available to the auditing party or its auditors on a timely basis. The auditing party shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Agreement, the audited party shall be notified and billing for the service will be immediately changed to conform with this Agreement. Service charges, back billing and interest may be applied.

## **XXI. Enforcement Provisions**

The parties agree that within 120 days of the approval of this Agreement by any of the appropriate state commissions they will develop mutually agreeable specific quality measurements concerning ordering, installation and repair items included in this Agreement, including but not limited to interconnection facilities, 911/E911 access, provision of requested unbundled elements and access to databases. The parties will also develop mutually agreeable incentives for maintaining compliance with the quality measurements. If the parties cannot reach agreement on the requirements of this

section, either party may seek mediation or relief from the appropriate state commission.

## **XXII. Liability and Indemnification**

A. With respect to any claim or suit by TCG, an TCG customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, the parties agree that BellSouth is a telephone company for purposes of the indemnification and limitation of liability provision of 365.171(14), Florida Statutes or any other similar statute in any other state in BellSouth's region, and therefore entitled to the protection granted by said statutes. If BellSouth is determined not to be a telephone company for purposes of section 365.171(14) or any other similar statute, by an appropriate judicial body, or with respect to any claim or suit by either party, either party's customer or by any other person or entity, other than if the party acted with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, or for failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, for damages associated with any of the services provided by that party pursuant to this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair, or restoration of service, the parties agree that the liability shall not exceed an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected and <sup>each party</sup> shall indemnify the other for any assessed liability over and above such proportionate charge for the service. RCS  
BWS

B. Neither party shall be liable to the other for any act or omission of any other telecommunications company providing a portion of a services provided under this Agreement.

C. Neither party shall be liable for damages to the other's terminal location, POI or other party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent caused by such party's gross negligence or willful misconduct.

D. Notwithstanding subsection A, each party shall indemnify, defend and hold harmless the other party, its affiliates and parent company, against any claim, loss or damage arising from its actions, duties, or obligations arising out of this Agreement and pertaining to: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the content of the communications over the party's network; 2) Claims for patent infringement arising from the party's acts combining, using or reliance on the other party's services, action, duties, or obligations arising out of this Agreement; 3) any claim, loss, or damage claimed by the other party's customer, arising from the

party's use or reliance on the other party's services, action, duties, or obligations arising out of this Agreement.

E. BellSouth assumes no liability for the accuracy of the data provided to it by TCG and TCG agrees to indemnify and hold harmless BellSouth for any claim, action, cause of action, damage, injury whatsoever, that may result from the accuracy of data from TCG to BellSouth in conjunction with the provision of any service provided pursuant to this Agreement.

F. No license under patents (other than the limited license to use) is granted by BellSouth or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. BellSouth will defend TCG against claims of patent infringement arising solely from the use by TCG of services offered pursuant to this Agreement and will indemnify TCG for any damages awarded based solely on such claims.

G. Either party's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against either party, acts of God and other circumstances beyond that party's reasonable control.

H. Neither party shall be liable to the other for any special or consequential damages.

### **XXIII. More Favorable Provisions**

A. If as a result of any proceeding before any Court, Commission, or FCC, voluntary agreement or arbitration proceeding pursuant to the Act, or pursuant to any applicable state law, BellSouth becomes obligated to provide interconnection, number portability, unbundled access to network elements or any other services related to interconnection, whether or not presently covered by this Agreement, to another telecommunications carrier operating within a State within the Territory at rates or on terms and conditions more favorable to the carrier than the applicable provisions of this Agreement, TCG, subject to a written amendment to this Agreement, shall be entitled to substitute such more favorable rates, terms or conditions for the relevant provisions of this Agreement which shall apply to the same states as such other carrier and such substituted rates, terms or conditions shall be deemed to have been effective under this Agreement as of the effective date thereof to such other carrier.

B. If the more favorable provision is a result of the action of an appropriate regulatory agency or judicial body whether commenced before or after the effective date of this Agreement, after the waiver or exhaustion of all administrative and judicial remedies, the parties agree to incorporate such order in this Agreement as of its effective date. In the event BellSouth files and receives approval for a tariff offering to provide any substantive service of this Agreement in a way different than that provided

for herein, the parties agree that TCG shall be eligible for subscription to said service at the rates, terms and conditions contained in tariffs as of the effective date of the tariff.

C. The Parties acknowledge that BellSouth will guarantee the provision of universal service as the carrier-of-last-resort throughout its territory in Florida until January 1, 1998 without contribution from TCG.

#### **XXIV. Treatment of Proprietary and Confidential Information**

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

#### **XXV. Resolution of Disputes**

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

#### **XXVI. Limitation of Use**

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

**XXVII. Waivers**

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

**XXVIII. Governing Law**

This Agreement shall be governed by the laws of the states in the BellSouth region, as applicable to performance hereof in each such state, and federal law, as applicable, including the Act.

**XXIX. Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

**XXX. Notices**

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

BellSouth Telecommunications, Inc.  
R. DENDER  
3535 COLONNADI PIKWT  
B'HAM, ALA

TCG  
Two Teleport Drive Suite 300  
Staten Island NY 10314  
ATTN: General Counsel

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

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

**XXXI. Amendment of Agreement**

TCG and BellSouth may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objective of this Agreement, the parties agree to work cooperatively, promptly, and in good faith to negotiate and implement any such amendments to this Agreement.

**XXXII. Entire Agreement**

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.

Signature

SRDIR - BellSouth Tel.  
Title

2/12/96  
Date

TCG

Signature

RVP - Southern Region  
Title

2/15/96  
Date

**ATTACHMENT A**  
**EXAMPLE OF "5% CAP"**

**Case 1:**

BellSouth terminates 10,000 min. to ALEC X      ALEC X bills BellSouth for 10,000 min.

ALEC X terminates 15,000 min. to BellSouth      BellSouth bills ALEC X for 10,500 min.  
(10,000 + 5%)

**Case 2:**

BellSouth terminates 15,000 min. to ALEC X      ALEC X bills BellSouth for 10,500 min.  
(10,000 + 5%)

ALEC X terminates 10,000 min. to BellSouth      BellSouth bills ALEC X for 10,000 min.

**Case 3:**

BellSouth terminates zero min. to ALEC X      ALEC X bills BellSouth zero

ALEC X terminates 10,000 min. to BellSouth      BellSouth bills ALEC X zero

**Case 4:**

BellSouth terminates 10,000 min. to ALEC X      ALEC X bills BellSouth zero

ALEC X terminates zero min. to BellSouth      BellSouth bills ALEC X zero

**Case 5:**

BellSouth terminates 10,000 min. to ALEC X      ALEC X bills BellSouth for 10,000 min.

ALEC X terminates 10,200 min. to BellSouth      BellSouth bills ALEC X for 10,200 min.  
(difference is less than cap)

**Case 6:**

BellSouth terminates 10,200 min. to ALEC X

ALEC X bills BellSouth for 10,200 min. (difference is less than cap)

ALEC X terminates 10,000 min. to BellSouth

BellSouth bills ALEC X for 10,000 min.

Case 7:

BellSouth and ALEC X both terminate 10,000 min. to each other

ALEC X and BellSouth both bill each other 10,000 min.



Attachment B-1  
Local Interconnection Service

Service: Local Interconnection\*

Description: Provides for the use of BellSouth switching and transport facilities and common subscriber plans for connecting calls between an ALEC's Point of Interface (POI) and a BellSouth end user.

It can also be used to connect calls between an ALEC and an interexchange Carrier (IC), and independent Exchange Telephone Company (ICD), or a Mobile Service Service Provider (MSP), or between two ALECs.

It is furnished on a per-trunk basis. Trunks are differentiated by traffic type and directionality. There are two major traffic types: (1) Local and (2) Intermediary. Local represents traffic from the ALEC's POI to a BellSouth tandem or end office and intermediary represents traffic originated or terminated by an ALEC which is interconnected with an IC, ICD, MSP or another ALEC.

Rates and charges will be applied as indicated below.

STATE(S)	Alabama						Florida					
	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81 LC	-	\$488.97 LC - First	-	-	\$133.81 LC	-	\$488.97 LC - First	-	-
DS1 Dedicated Transport	-	-	\$23.50 per mile	-	\$88.83 LC - Add'l	-	-	\$18.75 per mile	-	\$88.83 LC - Add'l	-	-
DS1 Common Transport	\$0.00004 per mile	-	\$80.00 fac term.	\$100.48 fac term.	-	-	\$0.00004 per mile	-	\$80.00 fac term.	\$100.48 fac term.	-	-
Local Switching LS2 (FGD)	\$0.00036 fac term	-	-	-	-	-	\$0.00036 fac term	-	-	-	-	-
Tandem Switching	\$0.00074 access mo	-	-	-	-	-	\$0.00074 access mo	-	-	-	-	-
Information Surcharge	\$0.00218 100 mo	-	-	-	-	-	-	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mo	-	-	-	-	-	\$0.002 access mo	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.00978						\$0.01028					
Composite Rate-DS1 Tandem Sw	\$0.00991						\$0.01068					

STATE(S)	Georgia						Kentucky					
	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81 LC	-	\$488.97 LC - First	-	-	\$133.81 LC	-	\$488.97 LC - First	-	-
DS1 Dedicated Transport	-	-	\$23.50 per mile	-	\$88.83 LC - Add'l	-	-	\$23.50 per mile	-	\$88.83 LC - Add'l	-	-
DS1 Common Transport	\$0.00004 per mile	-	\$80.00 fac term.	\$100.48 fac term.	-	-	\$0.00004 per mile	-	\$80.00 fac term.	\$100.48 fac term.	-	-
Local Switching LS2 (FGD)	\$0.00036 fac term	-	-	-	-	-	\$0.00036 fac term	-	-	-	-	-
Tandem Switching	\$0.00074 access mo	-	-	-	-	-	\$0.00074 access mo	-	-	-	-	-
Information Surcharge	-	-	-	-	-	-	\$0.00218 (Prov) 100 mo	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mo	-	-	-	-	-	\$0.01448 (Trans) 100 mo	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.00978						\$0.00978					
Composite Rate-DS1 Tandem Sw	\$0.00991						\$0.00991					

\*Rates are displayed at the DS1:1.544 Mbps level. For rates and charges applicable to other arrangement levels, refer to Section E8 of BellSouth Telecommunications and Intrastate Access Tariff.

\*\*The Tandem Intermediary Charge applies only to intermediary traffic.

DS1 Local Channel: provides a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI and either an Entrance Facility. The element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facility. This element is not required when an ALEC is connected.

DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users and offices or from the ALEC's serving wire center to the tandem.

Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

Compensation Credit (CCP): BellSouth and the ALECs will not be required to compensate each other for more than 100% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month.

Attachment B-1  
Local Interconnection Service

Service: Local Interconnection\* (Cont'd)

RATE ELEMENTS	Louisiana						Mississippi					
	Per MOU	Applied Per	Monthly Recur	Applied Per	Non-Recur	Applied Per	Per MOU	Applied Per	Monthly Recur	Applied Per	Non-Recur	Applied Per
DS1 Local Channel	-	-	\$133.81 LC	\$466.97 LC - Firm	\$466.97 LC - Add'l	-	-	\$133.81 LC	\$466.97 LC - Firm	\$466.97 LC - Add'l	-	-
DS1 Dedicated Transport	-	-	\$18.75 per min	\$59.75 fac term	\$100.48 fac term	-	-	\$23.50 per min	\$80.00 fac term	\$100.48 fac term	-	-
DS1 Common Transport	\$0.00004 per min	-	-	-	-	\$0.00004 per min	-	-	-	-	-	-
Local Switching L32 (PGD)	\$0.00036 fac term	-	-	-	-	\$0.00036 fac term	-	-	-	-	-	-
Tandem Switching	\$0.00080 access min	-	-	-	-	\$0.00074 access min	-	-	-	-	-	-
Information Surcharge	-	-	-	-	-	-	-	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access min	-	-	-	-	\$0.002 access min	-	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.01021						\$0.00978					
Composite Rate-DS1 Tandem Sw	\$0.01048						\$0.00991					

RATE ELEMENTS	N Carolina						S Carolina					
	Per MOU	Applied Per	Monthly Recur	Applied Per	Non-Recur	Applied Per	Per MOU	Applied Per	Monthly Recur	Applied Per	Non-Recur	Applied Per
DS1 Local Channel	-	-	\$133.81 LC	\$466.97 LC - Firm	\$466.97 LC - Add'l	-	-	\$133.81 LC	\$466.97 LC - Firm	\$466.97 LC - Add'l	-	-
DS1 Dedicated Transport	-	-	\$23.50 per min	\$80.00 fac term	\$100.48 fac term	-	-	\$23.50 per min	\$80.00 fac term	\$100.48 fac term	-	-
DS1 Common Transport	\$0.00004 per min	-	-	-	-	\$0.00004 per min	-	-	-	-	-	-
Local Switching L32 (PGD)	\$0.00036 fac term	-	-	-	-	\$0.00036 fac term	-	-	-	-	-	-
Tandem Switching	\$0.00074 access min	-	-	-	-	\$0.00074 access min	-	-	-	-	-	-
Information Surcharge	-	-	-	-	-	-	-	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access min	-	-	-	-	\$0.002 access min	-	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.01331						\$0.01323					
Composite Rate-DS1 Tandem Sw	\$0.01344						\$0.01336					

RATE ELEMENTS	Tennessee					
	Per MOU	Applied Per	Monthly Recur	Applied Per	Non-Recur	Applied Per
DS1 Local Channel	-	-	\$133.81 LC	\$466.97 LC - Firm	\$466.97 LC - Add'l	-
DS1 Dedicated Transport	-	-	\$23.50 per min	\$80.00 fac term	\$100.48 fac term	-
DS1 Common Transport	\$0.00004 per min	-	-	-	-	-
Local Switching L32 (PGD)	\$0.00036 fac term	-	-	-	-	-
Tandem Switching	\$0.00074 access min	-	-	-	-	-
Information Surcharge	-	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access min	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.01841					
Composite Rate-DS1 Tandem Sw	\$0.01854					

\*Rates are displayed at the DS1-L32 Mile level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Tennessee's Local Interconnection Tariff.

\*\*The Tandem Intermediary Charge applies only to Intermediary Traffic.

DS1 Local Channel: provides a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI (also called an Entrance Facility). This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facility. This element is not required when an ALEC is connected to a BellSouth facility.

DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end user and office or from the ALEC's serving wire center to the tandem.

Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office (switches). The Access Tandem Switching Charge is assessed on all terminating minutes of use switched at the access tandem.

Compensation Credit (CCAP): BellSouth and the ALECs will not be required to compensate each other for more than 100% of the total billed local interconnection minutes of use of the day with the lower total billed local interconnection minutes of use in the same month.

Attachment B-1A

Feature Group Interconnection Compensation (FGIC)

Compensation for FGIC traffic will be based on percentages of the sum of all switched access elements as reflected in BellSouth's intrastate access tariff.

In the event that a state commission or the FCC modifies the current switched access rate structures, or redirects the allocation of cost recovery between rate elements under the current structure, the Parties will renegotiate the percentage of the revenues to be received by the end office party so that the tandem party receives the same net per minute compensation as it did prior to the rate structure modification.

For intrastate FGIC Traffic the percentage of switched access service revenue is:

STATE	LEC B End Office Company	LEC A Tandem Office Company
Alabama	88%	12%
Florida	77%	23%
Georgia	67%	33%
Kentucky	73%	27%
Louisiana	80%	20%
Mississippi	72%	28%
North Carolina	77%	23%
South Carolina	75%	25%
Tennessee	80%	20%

For interstate FGIC traffic the percentage for LEC B is 70% and for LEC A, 30%

**Attachment B-2**

**Local Interconnection Service**

**Service: Toll Switched Access**

**Description:** Provides the Switched Local Channel, Switched Transport, Access Tandem Switching, local end office switching and end user termination functions necessary to complete the transmission of ALEC intrastate and interstate calls from outside the BellSouth's basic local calling area.

Provided in the terminating direction only. Provides trunk side access to a BellSouth tandem/end office for the ALEC's use in terminating long distance communications from the ALEC to BellSouth end users.

Provided at BellSouth tandem/end office as trunk side terminating switching through the use of tandem/end office trunk equipment. The switch trunk equipment may be provided with wink start-pulsing signals and answer and disconnect supervisory signaling, or without signaling, when out of band signaling is provided.

Provided with multifrequency address or out of band signaling. Ten digits of the called party number, as appropriate, will be provided by the ALEC's equipment to a BellSouth tandem/end office.

**State(s): All**

**Rates, Terms and Conditions:**

In all states, rates, terms and conditions will be applied as set forth in Section E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs and in Section 6 of the BellSouth Telecommunication's, Inc. Interstate Access Tariff, F.C.C. No. 1.

## Attachment B-3

### Local Interconnection Service

#### Service: Service Provider Number Portability-Remote

**Description:** Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC, is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, assigned by BellSouth, is automatically forwarded to an ALEC assigned seven or ten digit telephone number within BellSouth's basic local calling area as defined in Section A3 of BellSouth's General Subscriber Service Tariff. The forwarded-to number is specified by the ALEC.

SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the ALEC specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis, and are in addition to the rate for SPNP-Remote service.

State(s): ALL

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Per Number Ported		
- Residence / 6 paths	\$1 15	-
- Business / 10 paths	\$2 25	-
Each Additional Path	\$0 50	-
Per Order, per end user location	-	None

**Attachment B-4**  
**Local Interconnection Service**

**Service:** Service Provider Number Portability-Direct Inward Dialed (DID)\*

**Description:** Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-DID provides trunk side access to BellSouth end office switched for direct inward dialing to ALEC premises from the telecommunications network directly to lines associated with ALEC switching equipment.

SPNP-DID will be available on either a DSO, DS1 or DS3 basis.

SPNP-DID Trunk Termination will only be provided with SS7 Signaling at rates set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Tariffs.

Direct facilities are required from the BellSouth end office where a ported number resides to the ALEC end office serving the ALEC end user.

RATE ELEMENTS	Alabama				Florida			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location	-	-	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$180.00	trunk-ent. \$80.00 trunk-sub.	\$15.00	trunk	\$170.00	trunk-ent. \$86.00 trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$886.97	LC - First \$486.83 LC - Add'l	\$133.81	LC	\$886.97	LC - First \$486.83 LC - Add'l
DS1 Dedicated Transport**	\$23.50	per mile	-	-	\$18.75	per mile	-	-
	\$90.00	fac term	\$100.48	fac term	\$58.75	fac term	\$100.48	fac term

RATE ELEMENTS	Georgia				Kentucky			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location	-	-	\$25.00	end user location
SPNP-DID Trunk Termination	\$14.00	trunk	\$165.00	trunk-ent. \$83.00 trunk-sub.	\$13.00	trunk	\$150.00	trunk-ent. \$80.00 trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$886.97	LC - First \$486.83 LC - Add'l	\$133.81	LC	\$886.97	LC - First \$486.83 LC - Add'l
DS1 Dedicated Transport**	\$23.50	per mile	-	-	\$23.50	per mile	-	-
	\$90.00	fac term	\$100.48	fac term	\$90.00	fac term	\$100.48	fac term

\* Rates are displayed at the DS1 (1.544 Mbps) level. For rates and charges applicable to other arrangement levels, refer to Section E5 of BellSouth's Intrastate Access Tariffs.

\*\* May not be required if the ALEC is collocated at the ported number end office.

Attachment B-4  
Local Interconnection Service

Service: Service Provider Number Portability-Direct Inward Dialed (DID)\* (Cont'd)

RATE ELEMENTS	Louisiana				Mississippi			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location	-	-	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$170.00	trunk-ent.	\$13.00	trunk	\$150.00	trunk-ent.
			\$86.00	trunk-sub.			\$80.00	trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97	LC - First	\$133.81	LC	\$866.97	LC - First
			\$486.83	LC - Add'l			\$486.83	LC - Add'l
DS1 Dedicated Transport**	\$16.75	per mile	-	-	\$23.50	per mile	-	-
	\$90.00	fac term	\$100.48	fac term	\$90.00	fac term	\$100.48	fac term

RATE ELEMENTS	N.Carolina				S.Carolina			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location	-	-	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$180.00	trunk-ent.	\$13.00	trunk	\$164.00	trunk-ent.
			\$83.00	trunk-sub.			\$81.00	trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97	LC - First	\$133.81	LC	\$866.97	LC - First
			\$486.83	LC - Add'l			\$486.83	LC - Add'l
DS1 Dedicated Transport**	\$23.50	per mile	-	-	\$23.50	per mile	-	-
	\$90.00	fac term	\$100.48	fac term	\$90.00	fac term	\$100.48	fac term

RATE ELEMENTS	Tennessee			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$164.00	trunk-ent.
			\$83.00	trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97	LC - First
			\$486.83	LC - Add'l
DS1 Dedicated Transport**	\$23.50	per mile	-	-
	\$90.00	fac term	\$100.48	fac term

\*Rates are displayed at the DS1-1.544 Mbps level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's Inc.'s Intrastate Access Tariff.

\*\*May not be required if the ALEC is collocated at the ported number end office.

**Attachment C-1**

**Unbundled Products and Services and New Services**

**Service: Subscriber Listing Information**

**Description:** Subscriber primary listing information provided at no charge and in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each ALEC end user customer.

**State(s):** All

**Rates:** (1) No charge for ALEC-1 customer primary listings.  
(2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.



## ALPHABETICAL DIRECTORY SIDE AGREEMENT

- CARRIER agrees to provide to BellSouth Advertising & Publishing Corporation ("BAPCO"), through BST, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of: customer, name, address, telephone number and all other information reasonably requested by BAPCO for BAPCO's use in publishing directories of whatever type and format and for other derivative purposes. Such information shall be provided on a schedule and in a format reasonably acceptable to BAPCO. CARRIER shall advise BAPCO promptly regarding any directory-related inquiries, requests or complaints which it shall receive from CARRIER's subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same. CARRIER shall respond promptly regarding corrections or queries raised by BAPCO and to process listing changes requested by subscribers.
- II. BAPCO shall include one standard listing for each CARRIER subscriber per hunting group in BAPCO's appropriate local alphabetical directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. BAPCO shall also include one standard listing for each CARRIER business subscriber per hunting group in an appropriate heading as selected by the subscriber in BAPCO's appropriate local classified directory as published periodically by BAPCO unless nonlisted or nonpublish status is designated by subscriber. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards. BAPCO shall deliver such local alphabetical and classified directory to CARRIER's subscribers according to BAPCO's generally applicable policies and standards.
  - III. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its directories.
  - IV. Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than the cost of service for any errors or

omissions in any listings published hereunder for CARRIER subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

- 9. BAPCO's liability to CARRIER for any errors or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for any error or omission in any subscriber listing in any directory published by BAPCO.
- 10. This Side Agreement shall be subject to the term and cancellation provisions of the agreement to which it is appended ("the Agreement"), except that BAPCO shall have the right to terminate this Side Agreement upon sixty days prior written notice given at any time following the initial term of the Agreement.
- 11. A separate Agreement may be entered into between BAPCO and CARRIER concerning Yellow Pages, or classified directories, directory delivery, CallGuide pages, and other directory related issues.

BAPCO:

CARRIER:

BY \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT 5/20/96

### AGREEMENT

In consideration of the mutual promises contained herein, BellSouth Advertising & Promising Corporation, a Georgia corporation ("BAPCO") and \_\_\_\_\_ a \_\_\_\_\_ corporation ("CARRIER") agree as follows:

**1. RECITALS.** BAPCO is the publisher of alphabetical and classified directories for certain communities in the southeastern region of the U.S. (the "Directories"). CARRIER provides, or intends to provide, local exchange telephone service in communities in which BAPCO publishes Directories. BAPCO and CARRIER hereby establish the terms by which BAPCO will include listings of CARRIER subscribers in such Directories and by which BAPCO will provide such Directories to CARRIER subscribers.

**2. CARRIER OBLIGATIONS.** CARRIER agrees as follows:

a) CARRIER shall provide to BAPCO, or its designee, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO as set forth on Exhibit A for BAPCO's use in publishing Directories of whatever type and format and for other derivative purposes. Such subscriber listing information shall be provided in the format and on the schedule set forth in said Exhibit, or as otherwise mutually agreed between the parties from time to time.

b) CARRIER shall also provide directory delivery information to BAPCO as set forth in Exhibit A for all subscribers.

c) CARRIER shall advise BAPCO promptly of any directory-related inquiries, requests or complaints which it may receive from CARRIER subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.

(d) CARRIER shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by subscribers.

**3. BAPCO OBLIGATIONS.** BAPCO agrees as follows:

(a) BAPCO shall include one standard listing for each CARRIER subscriber per hunting group in BAPCO's appropriate local alphabetical Directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards.

(b) BAPCO shall publish additional listings, foreign listings and other alphabetical Directory listings of CARRIER subscribers upon their request consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories at BAPCO's prevailing rates, terms and conditions.

(c) BAPCO will distribute its regularly published alphabetical and classified Directories to local CARRIER subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new CARRIER service, if a current Directory for that geographic area has not previously been provided. Such deliveries may include separate advertising materials accompanying the Directories.

(d) BAPCO will include CARRIER information in the customer guide pages of its alphabetical Directories for communities where CARRIER provides local exchange telephone service at the time of publication in accordance with BAPCO's prevailing standards for the same. CARRIER will provide information requested by BAPCO for such purpose on a timely basis.

(e) BAPCO shall make available at no charge to CARRIER or its subscribers one listing for CARRIER business customers per hunting group in one appropriate heading in BAPCO's appropriate local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards.

(f) BAPCO agrees to solicit, accept and publish directory advertising from business subscribers for CARRIER in communities for which BAPCO publishes classified Directories in the same manner and upon substantially the same terms as it solicits, accepts and publishes advertising from advertisers who are not CARRIER subscribers.

4. PUBLISHING POLICIES. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories.

#### 5. LIABILITY AND INDEMNITY

(a) BAPCO's liability to CARRIER for any errors or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for errors or omissions in any subscriber listing in any directory published by BAPCO.

(b) Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than

the cost of service for any errors or omissions in any listings published hereunder for CARRIER subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

6 TERM. This Agreement shall be effective on the date of the last signature hereto for a term of two (2) years and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty days prior written notice.

7 ASSIGNMENT This Agreement shall be binding upon any successors or assigns of the parties during its Term.

8 RELATIONSHIP OF THE PARTIES. This Agreement does not create any joint venture, partnership or employment relationship between the parties or their employees, and the relationship between the parties shall be that of an independent contractor. There shall be no intended third party beneficiaries to this Agreement.

9 NONDISCLOSURE.

(a) During the term of this Agreement it may be necessary for the parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such information in conjunction herewith, except as otherwise authorized in writing. All such information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduced to writing within forty-five (45) days.

(b) The parties will not have an obligation to protect any portion of information which: (1) is made publicly available lawfully by a nonparty to this Agreement; (2) is lawfully obtained from any source other than the providing party; (3) is previously known without an obligation to keep it confidential; (4) is released by the providing party in writing; or (5) commencing two (2) years after the termination date of this Agreement if such information is not a trade secret under applicable law.

(c) Each party will make copies of the information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each party agrees to use the information solely in support of this Agreement and for no other purpose.

10 FORCE MAJEURE. Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike.



written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and/or understandings by and between the parties, whether express or implied, are superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below

BELLSOUTH ADVERTISING &  
PUBLISHING CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CARRIER:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

- CARRIER Listing Information. Format. Schedule for Provision
- CARRIER Delivery Information. Format. Schedule for Provision



**Attachment C-2**

**Unbundled Products and Services and New Services**

**Service: Access to Numbers**

**Description:** For that period of time in which BellSouth serves as North American Numbering Plan administrator for the states in the BellSouth region, BellSouth will assist ALECs applying for NXX codes for their use in providing local exchange services.

**State(s): All**

**Rates: No Charge**

**Attachment C-3**

**Unbundled Products and Services and New Services**

**Service: Access to 911 Service**

**Description: Provides a universal, easy-to-remember number which is recognized nationally as the appropriate number to call in an emergency.**

**Additionally, ALEC-1 must provide a minimum of two dedicated trunk groups originating from ALEC-1's serving wire center and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from ALEC-1's point of interface to its serving wire center and Switched Dedicated Transport to the 911 tandem, may be purchased from BellSouth at the Switched Dedicated Transport rates set forth in Section E6 of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariffs.**

**State(s): All**

**Rates: Will be billed to appropriate municipality.**

**Attachment C-4**

**Unbundled Products and Services and New Services**

**Service: 800 Database**

**Description: Provides for utilization of the BellSouth 800 Service Control Points for obtaining 800 Service routing information.**

**800 Database service is provided using a common nationwide 800 Database. The BellSouth network components utilized in the provision of this service are the Service Switching Point (SSP), the Common Channel Signaling Seven Network, the Signal Transfer Point (STP), and the Service Control Point (SCP). Additionally, the Service Management System functions nationally as the central point for the administration of all 800 numbers and downloads 800 number information to BellSouth's SCPs.**

**ALEC's with STPs will be able to connect directly to BellSouth local or regional STP for obtaining 800 database routing information from BellSouth's SCP and will not be required to order FGD or TSBSA Technical Option 3 Service. For this connection the ALECs may utilize Signaling System Seven Terminations interconnected in Birmingham, AL and Atlanta, GA with BellSouth's local or regional STP.**

**State(s): All**

**Rates, Terms and Conditions:**

**In all states, the 800 Database rates, terms and conditions will be applied as set forth in Sections E2, E5, E6 and E13 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs.**

**Attachment C-5**

**Unbundled Products and Services and New Services**

**Service: Line Information Database (LIDB)- Storage Agreement**

**Description:** The LIDB Storage Agreement provides the terms and conditions for inclusion in BellSouth's LIDB of billing number information associated with BellSouth exchange lines used for Local Exchange Companies' resale of local exchange service or Service Provider Number Portability arrangements requested Local Exchange Companies' on behalf of the Local Exchange company's end user. BellSouth will store in it's database, the relevant billing number information and will provide responses to on-line, call-by-call queries to this information for purposes of Billed Number Screening, Calling Card Validation and Fraud Control.

Each time an ALECs data is used BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query as displayed in Attachment C-5 following.

**State(s): All**

**Rates: No Charge**

**LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT  
FOR RESOLD LOCAL EXCHANGE LINES OR  
SERVICE PROVIDER NUMBER PORTABILITY ARRANGEMENTS**

This agreement effective as of \_\_\_\_\_, 1996, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and \_\_\_\_\_ ("Local Exchange Company").

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

**I. SCOPE**

This Agreement sets forth the terms and conditions for inclusion in BST's Line Information Data Base (LIDB) of billing number information associated with BST exchange lines used for Local Exchange Company's resale of local exchange service or Service Provider Number Portability (SPNP) arrangements requested by Local Exchange Company on behalf of Local Exchange Company's end user. BST will store in its data base the relevant billing number information, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified below.

LIDB is accessed for:

- Billed Number Screening
- Calling Card Validation for Calling Cards issued by BellSouth
- Fraud Control

## **II. DEFINITIONS**

- 2.01. **Billing number** - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- 2.02. **Line number** - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- 2.03. **Special billing number** - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.
- 2.04. **Calling Card number** - a billing number plus PIN number assigned by BST.
- 2.05. **PIN number** - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.
- 2.06. **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 the Local Exchange Company.
- 2.07. **Billed Number Screening** - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- 2.08. **Calling Card Validation** - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- 2.09. **Billing number information** - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

**TCG**

Robert Mercier  
Vice President  
Carrier Relations

Teleport Communications Group  
Two Teleport Drive, Suite 300  
Staten Island, NY 10311-1004  
Tel: 718.355.2183  
Fax: 718.355.4266

Bob,

ATTACHED ARE TWO DOCUMENTS:

1) DESCRIPTION & DIAGRAM OF THE  
"FEATURE GROUP INTERCONNECTION" ARRANGEMENT  
WE ARE SEEKING IN OUR AGREEMENT; I  
BELIEVE THIS IS CONSISTENT WITH WHAT WE  
~~HAVE ALREADY~~ TO; AND

2) AN ABRIDGED VERSION OF OUR "PART 3"  
PERFORMANCE & PENALTIES DOCUMENT

THE PERFORMANCE & PENALTIES CONCEPT IS  
IMPORTANT TO TCG AND THIS ABRIDGED VERSION,  
WHICH IS NOT COMPLETE YET FROM OUR POINT  
OF VIEW, WILL BE AN EASIER FORMAT TO  
DEAL WITH THAN OUR EARLIER VERSION.

Bobm  
5/31

CC GRHAM TAYLOR

## **III. RESPONSIBILITIES OF PARTIES**

3.01. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company 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.

3.02. Under normal operating conditions, BST 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 BST 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 BST's reasonable control. BST 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, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

3.03. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

3.04. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:



(a) Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

b) Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

3.05 BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

3.06. Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to

~~differentiate~~ between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from Local Exchange Company's end users.

d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall

be the responsibility of the Local Exchange Company and the other party to negotiate and arrange for any appropriate adjustments.

#### IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Agreement shall be used for no purposes other than those set forth in this Agreement.

#### V. TERMS

This Agreement will be effective as of \_\_\_\_\_, 1996, 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.

#### VI. FEES FOR SERVICE AND TAXES

6.01. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

6.02. Sales, use and all other taxes (excluding taxes on BST's income) determine by BST 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 the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

#### VII. 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.

#### **VIII. LIMITATION OF LIABILITY**

Neither party shall be liable to the other party for any lost profits or revenues or for any direct, 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.

## **DC MISCELLANEOUS**

9 01. It is understood and agreed to by the parties that BST may provide similar services to other companies.

9 02. 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.

9 03. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

9 04. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

9.05. 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.

9.06. 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.

9.07. 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

**BELLSOUTH TELECOMMUNICATIONS, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THE LOCAL EXCHANGE COMPANY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attachment C-6**

**Unbundled Products and Services and New Services**

**Service: Line Information Database Access Service (LIDB) - Validation**

**Description: Provides a customer the ability to receive validation of billing information through query of data stored in BellSouth's LIDB data base. See below for additional information.**

**State(s): All**

Rate Elements	Description	Monthly	Non- Recurring
LIDB Common Transport	Provides for transport of the customer's query from the LIDB Location (RSTP) to the data base (SCP). This charge will apply each time the customer requests and receives validation of a BellSouth calling card or requests and receives the status of a billed number associated with a LEC line stored in the BellSouth LIDB.	\$0.00030	-
LIDB Validation	Provides for query of data resident in BellSouth's LIDB. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in BellSouth's LIDB.  As set forth in Attachment C-5 (LIDB Storage Agreement), preceding, each time an ALEC data is used, BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query.	\$0.03800	-
Originating Point Code Establishment or Change	Provides for the establishment or change of a customer requested Originating Point Code. This charge will apply each time the customer establishes or changes a point code destination identifying one of his locations or a location of one of his end users.	-	\$91.00
CCS7 Signaling Connections	Rates, terms and conditions for CCS7 Signaling Connections are as set forth in Section E6.8 of BellSouth Telecommunication's Inc.'s Intrastate Access Services Tariff.		



Attachment C-7

Unbundled Products and Services and New Services

Service: Signaling

Description: Provides for connection to and utilization of BellSouth's Signaling System 7 network for both call setup and non-call setup purposes.

State(s): All

Rate Elements	Monthly Rate	Recurring Rate	Non-Recurring	Applied Per
<b>CCS7 Signaling Connection</b> - Provides a two-way digital 56 Kbps dedicated facility connecting a customer's signaling point of interface in a LATA to a BellSouth STP. Each customer's connection requires either a pair or a quad of signaling connections.	\$155.00	-	\$510.00	56 Kbps facility
<b>CCS7 Signaling Termination</b> - Provides a customer dedicated point of interface at the BellSouth STP for each of the customer's SS7 connections.	\$355.00	-	-	STP Port
<b>CCS7 Signaling Usage*</b> - Refers to the messages traversing the BellSouth signaling network for call set-up and non call set-up purposes.	-	\$0.000023 \$0.000050	-	Call Set Up Msg. TCAP Msg.
<b>CCS7 Signaling Usage Surrogate*</b>	\$395.00	-	-	56 Kbps facility

\*Where signaling usage measurement and billing capability exists, CCS7 Signaling Usage will be billed on a per message basis. Where measurement capability does not exist, CCS7 Signaling Usage Surrogate will be billed on a per 56 Kbps facility basis.

**Attachment C-8**

**Unbundled Products and Services and New Services**

**Service: Operator Call Processing Access Service**

**Description:** Provides Operator and Automated call handling. This includes processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides customized call branding; dialing instructions; and other operator assistance the customer may desire.

<b>Rate Elements</b>	<b>State(s)</b>	<b>Monthly Recurring</b>	<b>Applied Per</b>
Operator Provided Call Handling	All	\$1.17	Per Work Minute
Call Completion Access Termination Charge This charge will be applicable per call attempt and is in addition to the Operator Provided Call handling charge listed above	Alabama	\$0.06	Per Call Attempt
	Florida	\$0.06	Per Call Attempt
	Georgia	\$0.06	Per Call Attempt
	Kentucky	\$0.06	Per Call Attempt
	Louisiana	\$0.06	Per Call Attempt
	Mississippi	\$0.06	Per Call Attempt
	N. Carolina	\$0.06	Per Call Attempt
	S. Carolina	\$0.06	Per Call Attempt
	Tennessee	\$0.12	Per Call Attempt
Fully Automated Call Handling	All	\$0.15	Per Attempt
Operator Services Transport Operator Services transport rates, terms and conditions are as set forth in E5 of BellSouth Telecommunications and its Intrastate Access Service Tariff			

Attachment C-9

Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: See below

Rate Elements	Description	Statel	Monthly Rate
Directory Assistance Call Completion Access Service	Optional service provided to an Access subscriber of BellSouth's DA Access Service.  Given a listed telephone number at the request of an Access subscriber and user, BellSouth will provide or attempt to provide from the DA Operator System, call completion to the number requested.  All local and interstate call completion attempts are routed over an internal trunk facility directly to the terminating end office that serves the designated number. An Automatic Message Account (AMA) record that includes conversation time, originating, terminating, and billing number details is made for each call completion attempt. This record is in addition to the record made for the DA transaction.	All	\$0.25 (per call attempt)
Call Completion Access Termination Charge	This charge will be applicable per call attempt and is in addition to the QACC Access Service charge listed above.	Alabama Florida Georgia Kentucky Louisiana Mississippi N. Carolina S. Carolina Tennessee	\$0.08 \$0.08 \$0.08 \$0.08 \$0.08 \$0.08 \$0.08 \$0.08 \$0.12
Number Services Intercept Access Service	Number Services Intercept Access refers calls from disconnected numbers to the proper number or numbers.  A separate dedicated intercept trunk facility to the Number Services switch for intercept calls is required. Standard trunk signaling is used to send the intercepted number to the Number Services switch and a database hook-up is performed to retrieve the referral number. The referral number is provided to the calling party by a mechanized audio announcement. The subscribing Access customer must provide the updates to the intercept database to support the service.	All	\$0.30 (per intercept query)
Directory Assistance Service Call	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunications Inc.'s Interstate Access Service Tariff.		
Directory Transport	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunications Inc.'s Interstate Access Service Tariff.		
Directory Assistance Interconnection	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunications Inc.'s Interstate Access Service Tariff.		
Directory Assistance Database Service	Rates, terms and conditions will be applied as set forth in A38.1 of BellSouth Telecommunications Inc.'s General Subscriber Service Tariff.		
Direct Access to DA Service	Rates, terms and conditions will be applied as set forth in Section 9.3 of BellSouth Telecommunications Inc.'s Interstate Access Service Tariff, F.C.C. No. 1		

**Attachment C-10**

**Unbundled Products and Services and New Services**

**Service: Busy Line Verification and Emergency Interrupt**

**Description: BellSouth will provide Inward Operator Service for Busy Line Verification and Verification and Emergency Interrupt.**

**State(s): All**

**Rates, Terms and Conditions: In all states, rates, terms and conditions will be applied as set forth in Section E18 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.**

**Attachment C-11**

**Unbundled Products and Services and New Services**

**Service: Centralized Message Distribution System - Hosting (CMDS-Hosting)**

**Description: CMDS-Hosting is the Bellcore administered national system used to exchange Exchange Message Record (EMR) formatted message data among host companies.**

**All intraLATA and local messages originated and billed in the BellSouth Region involving BellSouth CMDS hosted companies will be processed through the Non-Send Paid Report System described in Attachment C-12 following.**

**State(s): All**

<b>Rate Elements</b>	<b>Description</b>	<b>Monthly</b>
<b>Message Distribution</b>	<b>Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate. This charge is applied on a per message basis.</b>	<b>\$0.004</b>
<b>Data Transmission</b>	<b>This charge is applied on a per message basis.</b>	<b>\$0.001</b>

Attachment C-12

Unbundled Products and Services and New Services

Service: Non-Sent Paid Report System (NSPRS)

Description: NSPRS includes: 1) a mechanized report system that provides to the BellSouth CMDS hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and billed within the BellSouth region; 2) distribution of Bellcore produced Credit Card and Third Number System (CATS) reports and administration of associated elements; 3) distribution of Bellcore produced non-conterminous CATS reports and administration of associated settlements.

State(s): All

Rate Elements	Billing and Collections Fee Retained by Billing Co.:	Applied Per
NSPRS - intrastate FL and NC	\$0.066	message
NSPRS - intrastate all other BellSouth states	\$0.05	message
NSPRS - CATS	\$0.05	message
NSPRS - non-conterminous	\$0.16	message

Contract Provisions for RAO Hosting and NSPRS

SECTION 1 SCOPE OF AGREEMENT

- 1.01 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and the Non-Sent Paid Report System (NSPRS) as provided by BellSouth to the ALEC. The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

- 2.01 A. Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to the ALEC or from the ALEC to BellSouth for services and/or facilities provided under this Agreement.
- C. Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
- D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls. ICS within the BellSouth region includes third number, credit card and collect calls.
- E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
- F. Non-Sent Paid Report System (NSPRS) is the system that calculates ICS amounts due from one company to another in the state of Florida.

- G. Regional Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

### SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01 RAO Hosting and NSPRS services provided to the ALEC 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.
- 3.02 The ALEC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS.

### SECTION 4. COMPENSATION ARRANGEMENTS

- 4.01 Applicable compensation amounts will be billed by BellSouth to the ALEC 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.

### SECTION 5. ASSOCIATED EXHIBITS

- 5.01 Listed below are the exhibits associated with this Agreement.

Exhibit A Message Distribution Service (RAO Hosting)

Exhibit B Intercompany Settlements (NSPRS)

- 5.02 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.



**SECTION 6. TERM OF AGREEMENT**

9.01 This agreement is effective \_\_\_\_\_ and will continue in force until terminated, with or without cause, by thirty (30) days prior notice in writing from either party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

WITNESS:

THE ALEC

\_\_\_\_\_

\_\_\_\_\_

(b)(6)

WITNESS:

BELLSOUTH TELECOMMUNICATIONS, INC

\_\_\_\_\_

\_\_\_\_\_

(b)(6)

## Exhibit A

### SECTION 1. SCOPE OF EXHIBIT

1.01 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to the ALEC. As described herein, message distribution service includes the following:

- 1) Message Forwarding to Intra-region LEC/ALEC - function of receiving an ALEC message and forwarding the message to another LEC/ALEC in the BellSouth region.
- 2) Message Forwarding to CMDS - function of receiving an ALEC message and forwarding that message on to CMDS.
- 3) Message Forwarding from CMDS - function of receiving a message from CMDS and forwarding that message to the ALEC.

### SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 An ALEC that is CMDS hosted by BellSouth must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from the ALEC to BellSouth at least six (6) 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 BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of the ALEC and will coordinate all associated convention activities.
- 2.02 BellSouth will receive messages from the ALEC that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.03 BellSouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from the ALEC.
- 2.04 All data received from the ALEC that is to be processed or billed by another LEC/ALEC within the BellSouth region will be distributed to that LEC/ALEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC/ALEC.

- 7
- 2.05 All data received from the ALEC 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 BellCore).
  - 2.06 BellSouth will receive messages from the CMDS network that are destined to be processed by the ALEC and will forward them to the ALEC on a daily basis.
  - 2.07 Transmission of message data between BellSouth and the ALEC will be via electronic data transmission.
  - 2.08 All messages and related data exchanged between BellSouth and the ALEC will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
  - 2.09 The ALEC 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.
  - 2.10 Should it become necessary for the ALEC to send data to BellSouth more than sixty (60) days past the message date(s), the ALEC 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 the ALEC to notify all affected parties.
  - 2.11 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 the ALEC) identified and agreed to, the company responsible for creating the data (BellSouth or the ALEC) 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.

- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify the ALEC of the error condition. The ALEC 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, the ALEC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 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.

### SECTION 3. COMPENSATION

- 3.01 For message distribution service provided by BellSouth for the ALEC, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.004
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- 3.02 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.001
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- 3.03 Data circuits (private line or dial-up) will be required between BellSouth and the ALEC for the purpose of data transmission. Where a dedicated line is required, the ALEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The ALEC 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 the ALEC. Additionally, all message toll charges associated with the use of the dial circuit by the ALEC will be the responsibility of the ALEC. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.
- 3.04 All equipment, including modems and software, that is required on the ALEC end for the purpose of data transmission will be the responsibility of the ALEC.

**SECTION 1. SCOPE OF EXHIBIT**

- 1.01 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and the ALEC will compensate each other for Intercompany Settlements (ICS) messages.

**SECTION 2. RESPONSIBILITIES OF THE PARTIES**

- 2.01 BellSouth will remit to the ALEC the revenue, less a billing charge, for IntraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by the ALEC and billed to:
- 1) a BellSouth customer,
  - 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages),
  - 3) another company within the contiguous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS) administered by BellCore,
  - 4) another company utilizing the non-contiguous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with BellSouth.
- 2.02 These other services include, but are not limited to:
- 1) Maritime Mobile Radiotelephone Services radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Services tariff.
  - 2) Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.
  - 3) Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service charges as approved by the authorized state regulatory commission (or municipal regulatory authority).

- 4) Non-Toll Service Charges billed to a calling card or to a third number as filed with and approved by the authorized state regulatory commission (or municipal regulatory authority).
- 5) Directory Assistance Call Charges to a calling card or to a third number as approved by the authorized regulatory commission.

2.03 The ALEC will bill, collect and remit to BellSouth the charges for intraLATA and/or local ICS messages and other services as described above where such messages and/or services are provided by:

- 1) BellSouth.
- 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages).
- 3) another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS).

2.04 For ICS revenues involving the ALEC and other non-BellSouth LECs/ALECs within the state, BellSouth will provide the ALEC with monthly reports summarizing the ICS revenues for messages that originated with the ALEC and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by the ALEC.

### SECTION 3. COMPENSATION

3.01 The following compensation shall be retained by the billing company for the billing of ICS messages and services:

	<u>Rate Per message</u>
1) Calls originated and billed in Florida or originated and billed in North Carolina	\$0.0668
Calls originated in any of the states within BellSouth region and billed in that same state	\$0.05
2) Calls originated in a state within BellSouth's region and billed in another state or originated in another state and billed in a state within BellSouth's region	\$0.05
3) Calls originated in a state within BellSouth's region and billed outside the conterminous United States	\$0.10



**Attachment C-13**

**Unbundled Products and Services and New Services**

**Service: Virtual Collocation**

**Description: Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.**

**State(s): All**

**Rates, Terms and Conditions: In all states, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's Inc.'s Interstate Access Service Tariff, F.C.C. No. 1.**

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**Service: Physical Collocation**

**Description: Per FCC - (10/19/92 FCC Order, para 39)  
Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."**

**State(s): All**

**Rates, Terms and Conditions: Rates as attached**

BellSouth Telecommunications  
Reference Handbook  
for  
Co-location

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## **Preface**

This handbook describes BellSouth's Co-location offerings and contains general guidelines for ordering, provisioning and maintenance of these offerings. By design, this document does not contain detailed descriptions of network interface qualities, network capabilities, local interconnection or product service offerings. This document does not represent a binding agreement in whole or in part between BellSouth and subscribers of BellSouth's Co-location services.

Based on the nature of your business, you will find a list of contacts included for your convenience in discussing the above items.

## **Introduction**

BellSouth offers Virtual Expanded Interconnection from the FCC #1 tariff and from the Florida State Access E tariff. In addition, BellSouth will negotiate Physical Co-location on a first come, first serve basis, dependent on space availability

## **Service Description**

### Virtual Expanded Interconnection Service (VEIS)

VEIS provides for the placement of co-locator-owned facilities and equipment into BellSouth Central Offices and the interconnection of this equipment to BellSouth Switched and Special Access. With VEIS, the co-locator provides fiber optic cable up to a designated interconnection point outside the Central Office, such as a manhole. The co-locator will provide the entrance fiber between the interconnection point and the co-location arrangement. BellSouth will lease the entrance fiber as well as the equipment placed by the co-locator for the nominal fee of one dollar. The co-locator is responsible for monitoring their equipment. BellSouth will perform all maintenance and repair on co-locator equipment once notified by the co-locator that such work is necessary. For additional information regarding BellSouth's Virtual Expanded Interconnection Service, please reference section 20 of BellSouth's FCC #1 tariff or section 20 of BellSouth's Florida Dedicated Access Tariff.

### Physical Co-location

By definition, Physical Co-location goes beyond the arrangement described above by allowing leased Central Office space for either (a) Expanded Interconnection, (EIS), for private entrance facilities and equipment owned by third parties interconnected to BellSouth's tariffed services, or (b) Service Interconnection, (SI), for equipment owned by third parties interconnected to BellSouth tariff services without private entrance facilities.

Unlike VEIS, the equipment placed as part of a Physical Co-location arrangement will be placed in separated floor space with common fire wall protection and will be fully owned, maintained, and repaired by the co-locator or their approved agent. The equipment complement may include transmission equipment, switching equipment, routers, PC's and modem pools. As with VEIS, all equipment placed as part of a co-location arrangement must meet NEBS standards. A steel gauge cage may be purchased from BellSouth to house the equipment arrangement at the request of the co-locator.

Physical co-location offers a menu-style ordering provision so you may select only the items required for your individual arrangement(s). Some components are required for all arrangements and will be marked by an (R) next to the item in the section following.

## Components

### Application fee (R)

The application fee is required for all co-locators to cover the engineering and administrative expense associated with your application inquiry. This fee is a one time charge per request, per C.O. for each new VEIS / EIS / IS service request. No application fee is required for amendments or supplements to service requests in progress. A subsequent request by the same customer in the same C.O. would be treated as "new" if the initial VEIS / EIS / IS request had completed and was in service. The Application fee is payable in full before any engineering functions will be performed.

### Floor Space (R)

This component covers the footprint in square footage for the equipment rack(s) in your arrangement when no cage is present, or will include the enclosure square footage when a cage is utilized. The charge also includes lighting, heat, air conditioning, ventilation and other allocated expenses associated with the central office building. This element does not include the amperage required to power the co-located equipment.

### Power (R)

The amps required to power the co-located equipment will be charged per ampere based on equipment manufacturers specifications.

### Cross-connect (R)

This element provides the one-for-one interconnection to BellSouth's tariffed Switched and Special Access service offerings (i.e. DS0, DS1 or DS3 services) or Unbundled service elements (voice grade 2-wire or 4-wire unbundled loop, port). It is a flat rate, non-distance sensitive charge and will be applied on a per circuit order basis.

### Cable Installation

The cable installation charge applies only to co-locators who wish to provide private entrance facilities to their co-located equipment. This is a one time (non-recurring) charge per cable, per installation to punch through to the manhole, pull fiber cable length from the serving manhole to the Central Office cable vault, perform splicing to co-locator provided fire retardant riser, and pull cable length through cable support structure to the co-location arrangement location.

### Cable Support Structure

The component covers the use and maintenance of the Central Office duct, riser and overhead racking structure when the co-locator has elected to provide private entrance to their equipment. This is a nominal monthly recurring charge.

## Components (cont.)

### Space Preparation fee

This one time fee per arrangement, per location covers preliminary survey, design, engineering and preparation for space for physical co-location arrangements. This charge may vary dependent on the location and the type of arrangement requested. The Space preparation charge is payable in full before construction or installation begins

### Space construction fee

This element applies to physical co-location arrangements only and will vary based on the type of arrangement requested. The fee covers the materials and installation of optional steel gauge caging, floor treatment, space security installation and other incremental materials cost charged on a per square foot basis

### POT bay

BellSouth requires the use of a Point of Termination Bay (POT bay) for demarcation with physical co-location. The co-locator may elect to provide their own POT bay, or may purchase the functionality from BellSouth on a per cross-connect basis for an additional incremental charge.

### Security Escort (R)

A security escort will be required for all equipment inspections under VEIS and for maintenance, repair or provisioning visits by a co-locator or their agent under physical co-location for some central offices based on office configuration. The charge is based on half hour increments.

## **General Terms and Conditions**

### Application for service

The application for co-location is a two-phased process consisting of the Application Inquiry and the Firm Order. Both phases use BellSouth's form BSTEI. Consequently, prior to negotiations for equipment placement, the BSTEI inquiry document must be submitted for review and planning by the Central Office equipment engineers, space planners and facility planners. Based on the feedback from these sources, BellSouth will respond to the application in writing.

Following the co-locator's review of BellSouth's response, a Firm Order must be submitted for each location for which the co-locator wishes to proceed. Provided no specification changes are required by co-locator, the Firm Order may be submitted on the same BSTEI used during the Inquiry phase. A detailed equipment drawing must accompany your Firm Order Request.

### Assignment of space

BellSouth will assign space for co-location based on space availability and on a first come, first serve basis. For physical co-location, a customer may opt for a cage enclosure which will be offered in 100 square foot increments based on space availability within the area designated for physical co-location.

A co-locator requesting more than one 100 square foot cage module will be offered contiguous space where available. Where contiguous space is unavailable, the co-locator may elect the construction of two separate enclosures and may interconnect its arrangements one to another. BellSouth will not allow the interconnection of one co-locator's equipment to another co-locator's equipment except where required by regulatory policy.

If BellSouth determines there is insufficient space within a central office to accommodate physical co-location, BellSouth will provide Virtual Expanded Interconnection in accordance with existing regulatory requirements.

### Insurance

BellSouth will require \$25 million in comprehensive general liability insurance and workers compensation coverage/employers liability coverage with limits not less than \$100,000 each accident, \$100,000 each employee by disease, \$500,000 policy limit by disease. BellSouth will review requests for self insurance on a case by case basis. BellSouth may not consent to an interconnector's assumption of the entire \$25 million of liability in lieu of general coverage.

Insurance coverage must be in effect on or before the date of occupancy (equipment delivery) and must remain in effect until departure of all co-locator personnel and property from the central office.



## General Terms and Conditions (cont.)

### Pricing structure

BellSouth will establish a pricing plan which meets the specifications of the 1996 Legislative Act. The plan will offer zone based pricing for recurring charges (i.e. floor space, power, etc) and location based pricing for most non recurring charges (i.e. space preparation, space construction)

### Equipment installation

The co-locator must select an equipment installation vendor who has achieved BellSouth Certified Vendor status to perform all engineering and installation work associated with the equipment co-location arrangement. This ensures BellSouth's standards for safety and quality will be met. A list of certified vendors is contained in the Appendix of this document.

The Certified Vendor is responsible for installing the co-location equipment and components, performing operational tests after the equipment installation is completed, and notifying the local BellSouth Equipment Engineer and the Co-locator upon successful completion of the installation and acceptance testing. Arrangements must be made such that the Co-locator is billed directly by the Certified Vendor for activities associated with the arrangement installation.

A co-locator is responsible for the placement and monitoring of their own remote environmental and equipment alarms. BellSouth will place environmental alarms in co-location areas for its own use and protection. Upon request, BellSouth will provide remote monitoring circuits at the tariff rate for the service requested.

BellSouth will not allow the interconnection of one co-locator's equipment arrangement to another co-locator's equipment arrangement except where required by regulatory policy.

### Inspections

BellSouth will conduct an inspection of the co-locator's equipment and facilities between the time of the initial turn-over of the space and the activation of cross-connect elements. Subsequent inspections may occur with equipment additions or on a predetermined interval basis. For such inspections, BellSouth will provide a minimum of 48 hours advance notification.

The right for BellSouth to conduct inspections without prior notification is essential to BellSouth's ability to enforce the terms and conditions of the tariff or agreement, insure the compliance with local regulations and insure the compliance with environmental and safety standards. Co-locator personnel have the right to be present for inspections.

A co-locator may inspect their virtual co-location arrangement upon completion of the arrangement installation free of charge. Any additional inspections must be coordinated with BellSouth and will require a security escort fee.

## **General Terms and Conditions (cont.)**

### Ordering Interconnected service

A co-locator may interconnect to special and switched access services from BellSouth's FCC #1 at the DS3, DS1 and equivalent DS0 level. Interconnection is also available to Unbundled loops and ports from the State Access E tariff / State Dedicated Services E tariff. Please ask your BellSouth contact for state specific information.

Services to be interconnected to a co-location arrangement must be submitted on Access Service Request (ASR) forms using industry standards and code sets for accurate and complete requests. For information regarding the ASR ordering process and field definitions, please reference the Access Ordering Guide, BellCore's Special Reports SR STS-471001 and 471004.

### Assignment of facilities

When a customer orders a service which interfaces at an end customer location at the same level as the cross-connect purchased, BellSouth will assign facilities within its network and provide the interconnection information on the Design Layout Record (DLR). When a customer orders cross-connects at a higher interface level than the service purchased for the end customer, the ordering customer must provide BellSouth with the circuit facility assignment.

### Access to BellSouth Central Offices

Only BellSouth employees, BellSouth certified vendors, Co-locator employees and their authorized agents are permitted in BellSouth Central office buildings. All co-locators are required to provide their employees and authorized agents a picture identification which must be visible at all times while inside a BellSouth facility. Manned offices will afford 24 x 7 access without prior arrangements. Unmanned offices may require prior arrangement for the dispatch of a BellSouth employee or security escort for entrance.

### Conversion of Virtual to Physical Co-location

Co-locators who have existing VEIS arrangements may convert these arrangements to physical co-location provided the terms and conditions for physical co-location are met. The co-locator will be responsible for the payment of BellSouth fees associated with physical co-location as well as vendor costs for relocation of equipment.

## Negotiation Contacts

### For ALEC initial contact:

<u>Contact Name</u>		<u>Telephone</u>
Bob Scheye	(overall fact finding)	404 420-8327
Jerry Latham		205 977-2213

### For all IXC, CAP, and subsequent ALEC contacts:

<u>Contact Name</u>	<u>Telephone</u>	<u>Pager Number</u>	<u>Fax Number</u>
Rich Dender	205 977-5966	1-800-729-1371	205 977-0037
Bill French	205 977-0535	1-800-729-1372	"
Rick Ratliff	205 977-7489	1-800-729-1383	"
Pinky Reichert	205 977-1755	1-800-729-1384	"
Nancy Nelson *	205 977-1136	1-800-729-1380	205 977-0037

\*Co-location Coordination Center Manager

For: \* BBS End User Customers \* Enhanced Service Providers  
\* Third Party Agents \* Other Solutions Providers

<u>Contact Name</u>	<u>Telephone</u>	<u>Fax Number</u>
Tony Saberre	205 985-6195	205 985-1900

**BellSouth Physical Collocation  
BellSouth Certified Vendor List  
For Engineering and Installation of Co-location Arrangements**

<u>Company Name</u>	<u>Contact Name</u>		<u>Telephone</u>
ADC Communications	Ken Reeves		800 223-9773
	Doug Guidry		318 684-2860
Alcatel	Ed Boatwright	FL	404 270-8335
	Alex Baber	FL	800 869-4869
E F & I Services Co	Reed Tillis		904 355-7930
Lucent Technologies, Inc	Jerry Jones	KY	502 429-1346
	Mike Harrington	MS	601 544-7530
	George Ferguson	MS	601 949-8275
	James McGarity	GA	404 573-4120
	Janet Hallford	GA	404 573-6945
	Charlotte office	NC	704 596-0092
	Charlotte office	NC	704 598-0750
	Other areas	NC	910 299-0326
	Adrian Dye	SC	803 926-5213
Alabama office	AL	205 265-1291	
Mintel	Richard Becht		800 875-6468
			404 923-0304
North Supply / DA TEL FiberNet, Inc.	Terry Fowler		800 755-0565
	Doug Sykes		205 942-4411
Quality Telecommunications, Inc.	Jerry Miller		770 953-1410
Rapid Response Communications	Ted Pellaux		615 546-2886
Six "R" Communications, Inc. ( <u>NC and SC only</u> )	Ken Koontz		704 535-7607
	Dick Phillips		704 289-5522
Tele-Tech Company	Karl Bush	KY	606 275-7505
	Bob Burch		606 275-7502
W E Tech, Inc	Wes Evans		305 587-6996

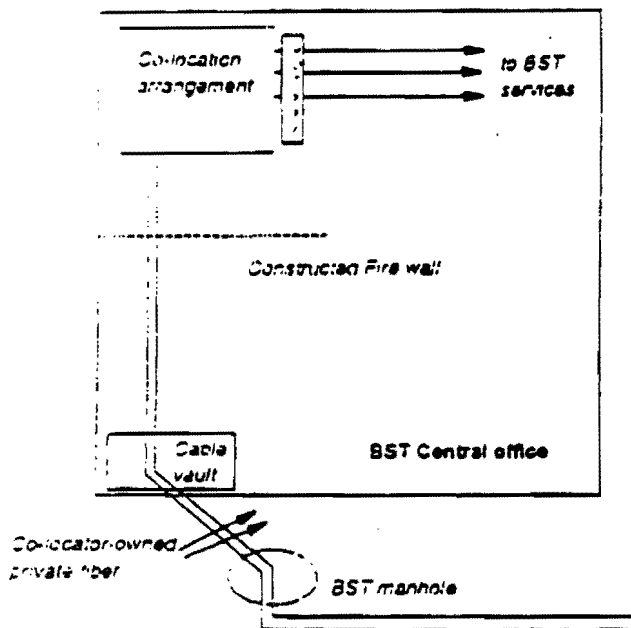
**Central Office Exemptions  
(through September 1994)\***

<u>State</u>	<u>City</u>	<u>Central Office</u>	<u>CLLI</u>
Alabama	Birmingham	Five Points South Main and Toll Riverchase	BRHMALFS BRHMALMT BRHMALRC
	Huntsville	Redstone Arsenal	HNVLALMA
Florida	Chipley	Jackson	CHPLFLJA
	Gainesville	Main	GSVLFLMA
	Jacksonville	Mandarin Avenues	MNDRFLAV
		San Jose	JCVLFLSJ
		South Point (JT Butler)	JCVLFLJT
	Jupiter	Main	JPTRFLMA
	Lake Mary	Main (Heathrow)	LKMRFLMA
	Lynn Haven	Ohio Avenue	LYHNFLOH
	North Dade	Golden Glades	NDADFLGG
	Pensacola	Ferry Pass	PNSCFLFP
West Palm Beach	Gardens Royal Palm	WPBHFLGR WPBHFLRP	
Georgia	Austell	Main	ASTLGAMA
	Tucker	Main	TUKRGAMA
Kentucky	Louisville	Armory Place	LSVLKYAP
		Bardstown Toad	LSVLKYBR
		Westport Road	LSVLKYWE
Paducah	Main	PDCHKYMA	
North Carolina	Charlotte	Reid Road	CHRLNCRE
		Research Drive (Univ )	CHRLNCUN
	Greensboro Pembroke	Airport Central	GNBONCAP PMBRNCCE
South Carolina	Columbia	Senate Street	CLMASCSN
	Greenville	Woodruff Road	GNVLSCWR
Tennessee	Memphis	Main Midtown Southside	MMPHTNMA MMPHTNMT MMPHTNST

\* BellSouth ceased qualifying C O ' s September 1994 due to elimination of physical offering

Physical Co-location: Expanded Interconnection

With Expanded Interconnection, the co-locator is "expanding" their private network to interconnect with BellSouth's network. Therefore, private fibers are placed to the central office and pulled through to the co-location arrangement. The co-locator places their equipment in leased floor space and purchases cross-connects to BellSouth's transport services.

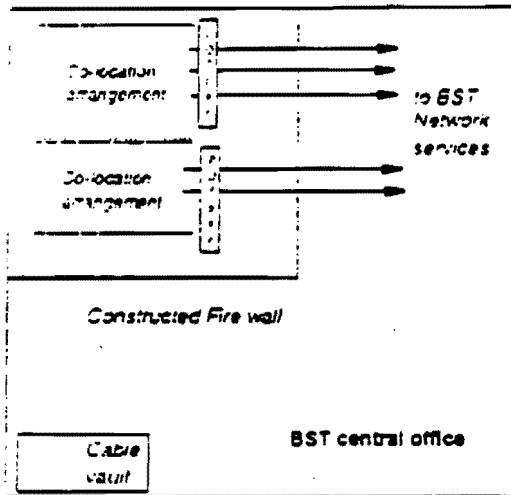


<u>Elements</u>	<u>Type of charge</u>
Application fee	NRC
Space preparation fee	NRC
Space construction fee *	NRC
Cable installation fee	NRC
Cable support structure	RC
Floor space / per square foot includes environmental	RC
Floor space - power / per ampere	RC
Cross-connects	RC
Security escort / per 1/2 hour	(as required)

\* Applies for optional cage construction only

Physical collocation: Service interconnection arrangement

With a Service Interconnection arrangement, the collocator places their equipment in leased floor space and purchases cross-connects to BellSouth's Transport services. For this arrangement, BellSouth will request a minimum 24 month contract for both the floor space and transport services, as well as a minimum number of interconnected DS1 or DS3 services.



<u>Elements</u>	<u>Type of charge</u>
Application fee	NAC
Space preparation fee	NAC
Space construction fee *	NAC
Floor space / per square foot includes environmental	RC
Floor space - power / per ampere	RC
Cross-connects	RC
Security escort / per 1/2 hour	(as required)

\* Required only for optional cage construction

## Rates for Physical Interconnection

Rate Element	Application/Description	Type of Charge	Rate
Application Fee	Applies per arrangement per location	Nonrecurring	\$2848.30
Space Preparation Fee	Applies for survey and design of space, covers shared building modification costs	Nonrecurring	See Attached Schedule I
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments	Nonrecurring	\$29,744.00 <sup>1</sup> See Attached Schedule I for Additional Information
Cable Installation Fee	Applies per entrance cable	Nonrecurring	<u>\$2750.00 per cable</u>
Floor Space	Per square foot, for Zone A and Zone B offices respectively	Monthly Recurring	\$7.50/\$6.75 <sup>2</sup>
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	\$5.14 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$13.35 per cable
POT Bay	Optional Point of Termination bay; rate is per DS1/DS3 cross connect, respectively	Monthly Recurring	\$1.20/\$5.00 <sup>3</sup>
Cross-Connects	Per DS1 and DS3	Monthly Recurring <sup>4</sup>	DS1 \$ 9.00 DS3 \$72.00 See Attached Schedule II for nonrecurring DS1 option
Security Escort	First and additional half hour increments, per rate in basic time (B), Overtime (O), and Premium time (P)	As Required	\$41.00/\$25.00 B \$48.00/\$30.00 O \$55.00/\$35.00 P

<sup>1</sup> Applies only to collocators who wish to purchase a steel-gauge cage enclosure.

<sup>2</sup> See attached list for Zone A offices as of May 1996. This list will be amended monthly and such amendments are incorporated herein by reference.

<sup>3</sup> Applies when collocator does not supply their own POT bay.

<sup>4</sup> See Virtual Collocation tariff for nonrecurring charges associated with these elements



## Schedule I

### Space Preparation Fees

<u>Cost Range</u>	<u>Assumed Modifications</u>
\$1800.00-\$2500.00	Secured floor space exists in C.O. Fee covers architectural and engineering (A&E) drawings/certification, card reader installation, minor duct work and power plant extension 30'-40', card reader
\$3900.00-\$6300.00	A&E, 60'-80' firewall construction, cool water fan unit install, HVAC duct and power plant extension, card reader access
\$6300.-\$8500.00	A&E, 100' firewall construction, cool water fan unit, HVAC duct and power extension, card reader
ICB	HVAC or power plant upgrade

Fee ranges determined by comparative analysis with historical data. Actual prices may vary depending on vendor selection and materials cost at the time of installation.

### Space Construction Fees

Steel gauge caging is an optional selection for collocation and is offered in 100 square foot increments. A space construction charge will apply for collocators who request caged enclosures. This charge covers the following items:

- Architectural engineering drawings for cage construction and placement
- 10' high chain link fencing with 3.5' x 7' gate
- Switched fluorescent light
- One 120v duplex outlet, circuit and breaker
- Environmental alarm
- Separate C.O. ground
- HVAC duct extension
- Cable support extension
- Floor finish
- Architect inspection fees
- BellSouth PPSM coordination

### Fee Payment Options

BellSouth will offer two options for paying the Space Preparation and Space construction fees. The fees may be paid separately as described herein, or may be paid as a composite charge per square foot at a rate of \$330.00 per square foot for the first 100 square feet and \$242.00 per each additional square foot based on a 100 square foot minimum. Offices requiring major upgrade or replacement of either HVAC or power plant in order to support collocation installations in that office will be excluded from this per square foot fee offering. Major upgrade is defined as work requiring an expenditure greater than \$40,000.00 for either HVAC or power in a given office.

## Schedule II

### Optional Non-Recurring Charge for DS-1 Cross-Connect Including Pot Bay

The following one time rates apply only to DS1 cross connects purchased in quantities of 25 or more on the same order.

	<u>Each DS1</u>
• If purchased between July 1, 1996 and June 30, 1997	\$325.00
• If purchased between July 1, 1997 and June 30, 1998	\$250.00
• If purchased between July 1, 1998 and June 30, 1999	\$175.00
• DS1 cross connects purchased prior to July 1, 1996 can be converted to a one time charge for the life of the contract	\$225.00

These rates apply during the period of this Agreement from July 1, 1996 through June 30, 1999. Rates beyond June 30, 1999 for installed cross connects and new installations will be renegotiated. However, DS1 cross connects purchased under this Agreement can be converted to a monthly recurring charge during the period beyond this Agreement. The monthly recurring charges will not exceed a charge equal to the DS1 local channel rate in effect at the time of conversion times 7.5%. The parties agree that 7.5% represents the approximate percentage of a \$9.00 monthly cross connect charge divided by a DS1 local channel rate of \$120.00.

## BellSouth Zone A Offices - as of May 1996

EX=Exempt from Physical

STATE	CITY	OFFICE	CLLI	STATUS
AL	Birmingham	Main & Toll	BRHMALMA	EX
	Montgomery	Main & Toll	MTGMALMT	
	Mobile	Azalea	MOBLALAZ	
FL	Boca Raton	Boca Teeca	BCRTFLBT	
	Fort Lauderdale	Main Relief	FTLDFLMR	
		Cypress	FTLDFLCY	
		Plantation	FTLDFLPL	
	Jacksonville Beach	Main	JCBHFLMA	
	Jacksonville	Arlington	JCVLFLAR	
		Beachwood	JCVLFLBW	
		Clay Street	JCVLFLCL	
		Southpoint	JCVLFLJT	EX
		Normandy	JCVLFLNO	
		Riverside	JCVLFLRV	
		San Jose	JCVLFLSJ	EX
		San Marco	JCVLFLSM	
		Westconnett	JCVLFLWC	
		Mandann Avenues	MNDRFLAV	EX
		Mandann Loretto	MNDRFLLO	
	Lake Mary	Lake Mary	LKMVFLMA	EX
	Miami	Grande	MIAMFLGR	
		Palmetto	MIAMFLPL	
		Alhambra	MIAMFLAE	
		Bayshore	MIAMFLBA	
		Metro	MIAMFLME	
	Melbourne	Main	MLBRFLMA	
	Orlando	Magnolia	ORLDFLMA	
		Azalea Park	ORLDFLAP	
		Sand Lake	ORLDFLSL	
		Pinecastle	ORLDFLPC	
		Pinehills	ORLDFLPH	
	West Palm Beach	Annex (Main Annex)	WPBHFLAN	

GA	Athens	Athens	ATHNGAMA	
	Atlanta	Courtland St	ATLNGACS	
		Peachtree Pl	ATLNGAPP	
		Buckhead	ATLNGABU	
		East Point	ATLNGAEP	
		Toco Hills	ATLNGATH	
		Sandy Springs	ATLNGASS	
	Lilburn	Lilburn	LLBNGAMA	
	Smyrna	Power Ferry	SMYRGAPP	
		Smyrna Main	SMYRGAMA	
	Tucker	Tucker Main	TUKRGAMA	EX
	Roswell	Roswell Main	RSWLGAMA	
	Norcross	Norcross Main	NRCRGAMA	
	Marietta	Marietta Main	MRRTGAMA	
	Dunwoody	Dunwoody Main	DNWDGAMA	
	Alpharetta	Alpharetta Main	ALPRGAMA	
	Columbus	Columbus Main	CLMBGAMT	
KY	Louisville	Armory Place	LSVLKYAP	EX
		Westport Rd	LSVLKYWE	EX
		Beechmont	LSVLKYBE	
		Bardstown Road	LSVLKYBR	EX
		Fern Creeek	LSVLKYFC	
		JTown	LSVLKYJT	
		Mathews	LSVLKYSM	
		Third Street	LSVLKYTS	
LA	New Orleans	Main	NWORLAMA	
	Baton Rouge	Main	BTRGLAMA	
MS	Hattiesburg	Hattiesburg Main	HTBGMSMA	
	Jackson	Cap Pearl	JCSNMSCP	
	Vicksburg	Vicksburg	VCBGMSMA	
NC	Cary	Central	NARYNCCE	
	Chapel Hill	Rosemary	CPHLNCRO	
	Charlotte	Caldwell	CHRLNCCA	
		South Boulevard	CHRLNCB0	

	Denta	CHRLNCDE	
	Erwin	CHRLNCER	
	Lake Point	CHRLNCLP	
	Reid	CHRLNCRE EX	
	Sharon Amity	CHRLNCSH	
	Unuversity	CHRLNCUN EX	
Greensboro	Eugene St	GNBONCEU	
Raleigh	Morgan	RLGHNCMO	
	New Hope	RLGHNCHO	
Salisbury	Main	SLBRNCMA	
Winston Salem	Fifth Street	WNSLNCFI	
Ashville	O'Henry	AHVLNCOH	
SC	Charleston	Dial & Toll	CHTNSCDT
	Columbia	Senate St	CLMASCSN EX
		At Andrews	CLMASCSA
	Greenville	D&T	GNVLSCDT
		Woodruff Road	GNVLSCWR EX
	Spartenburg	Main	SPBGSCMA
TN	Knoxvill	Main	KNVLTNMA
	Memphus	Bartlett	MMPHTNBA
		Chickasaw	MMPHTNCT
		Eastland	MMPHTNEL
		Germantown	MMPHTNGT
		Main	MMPHTNMA EX
		Oakville	MMPHTNOA
		Southland	MMPHTNSL
	Nashville	Main & Toll	NSVLTNMT
		Airport	NSVLTNAP
		Brentwood	NSVLTNBW
		Cneve Hall	NSVLTNCH
		Donelson	NSVLTNDO
		Inglewood	NSVLTNTN
		Sharondale	NSVLTNST
		University	NSVLTNUN

**Attachment C-14**

**Unbundled Products and Services and New Services**

**Service: Poles, Ducts, Conduits and Rights of Way**

**State(s): All**

**Rates, terms and conditions: This service will be provided via a Standard License Agreement.**

**POLE ATTACHMENT LICENSE AGREEMENT**

THIS AGREEMENT, made this 15 day of July, 1996 by and between BellSouth Telecommunications, Inc., a corporation organized and existing under the laws of the State of Georgia, having its principal office at 675 West Peachtree Street, Atlanta, Georgia (hereinafter referred to as the "Licensor") and TCG, a <sup>Tax</sup> ~~New York Del~~ general partnership, having its principal office at Two Teleport Drive Staten Island NY (hereinafter called the "Licensee").

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*[Handwritten signatures and initials]*

**WITNESSETH**

WHEREAS, Licensee is a Telecommunications Carrier as defined in Article 1 herein, desiring to furnish communications services in the \_\_\_\_\_ metropolitan area.

WHEREAS, Licensor is a Utility as defined in Article 1 herein.

WHEREAS, Licensee desires to attach fiber optic cable on poles of Licensor, which poles are owned by Licensor within the area described above; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of pole attachments on Licensor's facilities where available and where such use will not interfere with Licensor's service requirements subject to the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

**ARTICLE I  
DEFINITIONS**

**A. Anchor Rod**

A metal rod connected to an anchor and to which a guy strand is attached. Also known as a "guy rod".

**B. Pole Attachment**

Any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility.

C. **Guy Strand**

A metal cable of high tensile strength which is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.

D. **Make-Ready Work**

The work required (rearrangement and/or transfer of existing facilities on a pole, replacement of pole or any other changes) to accommodate the Licensee's attachments on Licensor's pole.

E. **Field Survey Work or Survey Work**

A survey of the poles on which Licensee wishes to attach in order to determine what work, if any, is required to make the pole ready to accommodate the required attachment, and to provide the basis for estimating the cost of this work.

F. **Other Licensee**

Any entity, other than Licensee herein or a joint user, to whom Licensor has or hereafter shall extend the privilege of attaching communications facilities to Licensor's poles.

G. **Joint User**

A party with whom Licensor has entered into, or may hereafter enter into, a written agreement covering the rights and obligations of the parties thereto with respect to the use of poles owned by each party.

H. **Suspension Strand**

A metal cable of high tensile strength attached to a pole and used to support communications facilities. Also known as "Messenger Cable".

I. **Identification Tags**

Identifications tags are used to identify Licensee's plant.

J. **Usable Space**

The space above the minimum grade level which can be used for the attachment of wires, cables and associated equipment.



**K. Effective Date**

The effective date of regulations governing charges for Pole Attachments used by Telecommunications Carriers shall be 5 years after the date of the enactment of the Telecommunications Act of 1996.

**L. Pole Attachment Rate**

Includes a reasonable and just rate as defined herein and the costs of nonusable space apportioned so that the apportionment equals two-thirds of the costs of providing nonusable space that would be allocated to an attaching party under an equal apportionment of such costs among all attaching entities. A Utility shall apportion the cost of providing Usable Space among all entities according to the percentage of usable space required for each entity.

**Article II  
SCOPE OF AGREEMENT**

- A. Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee for any lawful communications purpose revocable non-exclusive licenses authorizing the attachment of Licensees's attachments to Licensor's poles, specifically as detailed on APPENDIX , hereto attached and made a part hereof.
- B. No use, however extended, of Licensor's poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles. Licensee's rights herein shall be and remain a license.
- C. Nothing contained in this Agreement shall be construed to compel Licensor to construct, retain, extend, place or maintain any pole, or other facilities not needed for Licensor's own service requirements. However, Licensor shall provide Licensee nondiscriminatory access to any pole, duct, conduit or right-of-way owned or controlled by Licensor unless there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.
- D. Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) which Licensor has heretofore entered into, regarding the poles covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing agreement(s) or arrangement(s), between Licensor and any other licensee(s) or joint user(s) of Licensor's poles.

**Article III  
FEES AND CHARGES**

- A. Licensee agrees to pay to Licensor the Just and Reasonable Rates as defined herein, and as specified in and in accordance with the terms and conditions of Regulations to be prescribed by the Commission. The Regulations shall be attached hereto and incorporated herein upon the Effective Date as defined herein.
- B. Payment of all charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement thirty days after the payment due date. Licensee will pay a late payment charge of one and one-half percent (1 1/2%) assessed monthly on any unpaid balance.
- C. Until the Effective Date of the Regulations required under the Act, the Pole Attachment rate charged to Licensee by Licensor for use of the poles, conduit or right-of-way shall be the same rate charged for any pole attachments used by a Cable Television System to provide cable service (the "CATV" Rate) and as set forth in APPENDIX attached hereto and incorporated herein. Any increase in the rate for pole attachments that results from the adoption of the Regulations shall be phased in equal annual increments over a period of 5 years beginning on the Effective Date of the Regulations.
- D. If Licensor engages in the provision of Telecommunication Services or Cable Services, Licensor shall impute to its cost of providing such services (and charge any affiliate, subsidiary or associate company engaged in the provision of such services) an equal amount to the pole attachment rate for which such company would be liable under Section 224 of the Act.

**Article IV  
ADVANCE PAYMENT**

- A. Licensee shall make an advance payment to Licensor for:
  - (1) The reasonable costs incurred by Licensor for the required Field Survey in an amount agreed upon by Licensor and Licensee sufficient to cover the estimated cost to be incurred by Licensor to complete such survey.
  - (2) The reasonable costs of any Make Ready Work required in an amount agreed upon by Licensor and Licensee sufficient to cover the estimated cost to be incurred by Licensor to complete the required Make Ready Work.

- B. The amount of the advance payment required shall be due within thirty (30) days after receipt of an invoice from Licensor.

**Article V  
SPECIFICATIONS**

- A. Licensee's attachments shall be placed and maintained in accordance with the requirements and specifications of applicable BellSouth practices, the latest editions of the Manual of Construction Procedures (Blue Book), Electric Company Standards, the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.
- B. If any part of Licensee's attachments is not so placed and maintained on any pole, Licensor may upon fifteen (15) days written notice to Licensee and in addition to any other remedies Licensor may have hereunder, remove Licensee's attachments from such pole or perform such other work and take such other action in connection with said attachments that Licensor deems necessary or advisable to provide for the safety of Licensor's employees or performance of Licensor's service obligations at the cost and expense of Licensee.
- C. Licensee shall place Identification cable tags on cables located on poles and Identification Apparatus tags on any associated items of Licensee's plant, e.g., guys, anchors or terminals.

**Article VI  
LEGAL REQUIREMENTS**

- A. Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its Telecommunications System on public and private property at the location of Licensor's poles which Licensee uses. In the case of private property, Licensee shall present satisfactory evidence of such authority at the time application for a license is made pursuant to Article VII herein.
- B. The parties hereto shall at all times comply with the provisions of this Agreement and with the Act and any laws, Regulations, or ordinances which affect the rights granted hereunder.

**Article VII  
ISSUANCE OF LICENSES**

- A. Before Licensee shall attach to any pole, Licensee shall make application for and receive a license therefor in the form of APPENDIX Forms A-1 and A-2. Such license shall not be unreasonably withheld or delayed.
- B. Licensor shall provide Licensee a nondiscriminatory license to any pole, duct, conduit or right-of-way owned or controlled by Licensor unless there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.

**Article VIII  
POLE MAKE-READY WORK**

- A. A Field Survey will be required for each pole for which attachment is requested to determine the adequacy of the pole to accommodate Licensee's attachments. The Field Survey will be performed jointly by representatives of Licensor, joint user (if applicable) and Licensee.
- B. In performing all Make-Ready Work to accommodate Licensee's attachments, Licensor will endeavor to include such work in its normal work load schedule.
- C. If Licensor intends to modify or alter any pole, duct, conduit or right-of-way in which Licensee has an attachment, Licensor shall provide Licensee written notification of such action in order that Licensee shall have a reasonable opportunity to add to or modify its existing attachment. If Licensee desires to add to or modify its existing attachment after receiving such notification, Licensee shall bear a proportionate share of the costs incurred by Licensor in making such pole, duct, conduit or right-of-way accessible.
- D. Licensee shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity (including Licensor).

**Article IX  
CONDUIT SYSTEM**

- A. When an application for Conduit Occupancy is submitted by the Licensee, a Prelicense Survey by the Licensor will be required to determine the availability of the Conduit System to accommodate Licensee's communications facilities. Licensor will advise the Licensee in writing of the estimated charges that will

apply for such Prelicense Survey and receive written authorization and advance payment from the Licensee before undertaking such a survey. A representative of the Licensee may accompany the Licensor's representative on the field inspection portion of such Prelicense Survey. Licensee shall have ninety (90) days from receipt of notice of the estimated charges to make the required payment and indicate its written authorization for completion of the required Prelicense Survey. Failure to respond in the specified period will result in cancellation of the application.

- B. License applications received by Licensor from two or more Licensees for occupancy of the same Conduit System will be processed by Licensor in accordance with procedures detailed in APPENDIX .
- C. The Licensor retains the right, in its sole judgment, to determine the availability of space in a Conduit System. In the event the Licensor determines that rearrangement of the existing facilities in the Conduit System is required before the Licensee's Communications Facilities can be accommodated, Licensor will advise the Licensee in writing of the estimated Make-Ready charges that will apply for such rearrangement work. Licensee shall have ninety (90) days from the receipt of such written notification to make the required payment and provide its written authorization for completion of the required Make-Ready Work. Failure to respond within the specified period will result in cancellation of the application.
- D. In performing all Make-Ready Work to accommodate Licensee's communications facilities, Licensor will endeavor to include such work in its normal work load schedule.

**Article X**  
**CONSTRUCTION, MAINTENANCE AND**  
**REMOVAL OF POLE ATTACHMENT**

- A. Licensee shall, at its own expense, construct and maintain its attachments on Licensor's poles in a safe condition and in a manner reasonably acceptable to Licensor, so as not to conflict with the use of the Licensor's poles by Licensor or by other authorized users of Licensor's poles, nor electrically interfere with Licensor's facilities attached thereto.
- B. Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by Licensee's attachments. Where multiple licensees' attachments are involved, Licensor will attempt to the extent practical, to designate the same relative position on each pole for Licensee's attachments.

- C. Licensee shall obtain specific written authorization from Licensor, which shall not be unreasonably withheld or delayed, before relocating, materially altering or replacing its attachments or overflashing its own cable on Licensor's poles.
- D. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto.
- E. Licensee, at its expense, will remove its attachments from any of Licensor's poles within thirty (30) days after termination of the license covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, Licensor shall have the right to remove such attachments at Licensee's expense and without any liability on the part of the Licensor for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of Licensor.

#### **Article XI CONDUIT OCCUPANCY**

- A. Licensee must obtain prior written authorization from Licensor, which shall not be unreasonably withheld or delayed, before installing, removing or performing maintenance of its communications facilities in any of Licensor's conduit systems. Licensor reserves the right to specify what, if any, work shall be performed by Licensor. Any work performed by Licensor shall be at the expense of Licensee and shall be accomplished within a time period agreed upon by the parties.
- B. In the event of an emergency, Licensee shall observe the procedure outlined at APPENDIX governing entry into Licensor's manhole(s).
- C. Licensor shall designate the particular duct(s) to be occupied by Licensee, the location and manner in which Licensee's communications facilities will enter and exit the conduit system and the location and manner of installation for any associated equipment which Licensor permits in the conduit system. Licensor reserves the right to exclude or limit the type, number and physical size of Licensee's communications facilities which may be placed in Licensor's conduit system; provided, however, that Licensor shall provide Licensee with a written explanation of any such exclusion or limitation so imposed.
- D. Licensor's manhole(s) shall be opened only as permitted by Licensor's authorized employees or agents. Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manhole(s) and conduct work operations therein. Licensee's employees, agents or contractors will be permitted to enter or work in Licensor's manhole(s) only when an authorized employee or agent of Licensor is present or the Licensor's authorized

employee or agent has determined the Licensee's work will not affect Licensor's equipment. Licensor's authorized employee or agent shall have the authority to suspend Licensee's work operations in and around manhole(s) if in the sole discretion of said employee or agent, any hazardous conditions arise, any unsafe practices are being followed, or the work may adversely affect Licensor's equipment. Licensee shall pay Licensor reasonable charges, as agreed by the parties, to compensate Licensor for the expense of providing an employee or agent to observe the performance of work for Licensee in and around manhole(s). The presence of Licensor's authorized employee or agent shall not relieve Licensee of its responsibility to conduct all work operations in and around Licensor's manhole(s) in a safe and workmanlike manner, in accordance with the terms of this Agreement.

E. Licensee, at its expense, will remove its communications facilities from a conduit system within sixty (60) days after:

- 1) termination of the license covering such conduit occupancy; or
- 2) the date Licensee replaces its existing facilities in one duct with substitute facilities in another duct.

If Licensee fails to remove its facilities within the specified period, Licensor shall have the right to remove such facilities at Licensee's expense and without any liability on the part of the Licensor for damage or injury to such facilities unless caused by the negligence or intentional misconduct of Licensor.

F. Licensee shall remain liable for and pay to the Licensor all fees and charges pursuant to provisions of this Agreement until all of Licensee's facilities are physically removed from Licensor's conduit system.

## **Article XII TERMINATION OF LICENSE**

Licensee may at any time remove its attachments from a pole after first giving Licensor written notice of its intent to effect such removal and any fees shall be prorated to date of removal. Following such removal, no attachment shall again be made to such pole until Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

## **Article XIII INSPECTION OF POLE ATTACHMENTS**

- A. Licensors reserves the right to make reasonable periodic inspections of any part of Licensee's attachments, including guying, attached to Licensor's poles at Licensee's cost and with prior notice to Licensee as described herein.
- B. Licensor will give Licensee advance written notice of such inspections, except in those instances where safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to Licensee. In such case Licensor shall provide reasonable non-written notice to licensee.
- C. The making of periodic inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

#### **Article XIV UNAUTHORIZED ATTACHMENTS**

- A. If any of Licensee's attachments shall be found attached to pole(s) or occupying - conduit systems for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement, including termination of licenses, may impose a charge and require Licensee to submit in writing, within 15 days after receipt of written notification from Licensor of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by the Licensor within the specified time period, Licensee may be required at Licensor's option to remove its unauthorized attachment or occupancy within thirty (30) days of the final date for submitting the required application, or Licensor may at Licensor's option remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee.
- B. For the purpose of determining the applicable charge, any unauthorized pole attachment or conduit system occupancy shall be treated as having existed for a period of 2 years prior to its discovery or from the time of the last inspection date or for the period beginning with the effective date of this License Agreement, whichever period shall be the shorter.
- C. Notwithstanding anything to the contrary in this Agreement, Licensee acknowledges that the placement of unauthorized pole attachments or the unauthorized occupancy of conduit systems will cause Licensor to incur expenses or damages that may be difficult or impossible to quantify. In addition to any other rights or remedies available to Licensor pursuant to this Article XIV, Licensee shall pay to Licensor as liquidated damages and not as a penalty a one-time charge of \$50.00 per unauthorized pole attachment and, in the case of unauthorized conduit occupancy, a one-time charge of \$500.00 per duct run.



measured manhole to manhole. The parties hereby agree that said liquidated damages are a reasonable pre-estimate of Licensor's probable loss.

- D. Fees and charges for pole attachments and conduit system occupancies, as specified herein and in APPENDIX as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the pole attachment or conduit occupancy.
- E. No act or failure to act by Licensor with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

#### **Article XV LIABILITY AND DAMAGES**

- A. Licensor reserves to itself, its successors and assigns the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements subject to its obligations under this Agreement. Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communications services arising in any manner out of the use of Licensor's poles except from Licensor's negligence or willful misconduct.
- B. Licensee shall exercise caution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and Licensee assumes all responsibility for any and all loss from such damage caused by the negligent acts or willful misconduct of Licensee's employees, agents or contractors. Licensee shall make an immediate report to Licensor and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.
- C. Each party (the "Indemnitor") shall defend, indemnify and save harmless the other (the "Indemnitee") against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with this Agreement (including reasonable attorney's fees) including, but not limited to those which may be imposed upon, incurred by or asserted against the Indemnitee by reason of (a) any work or thing done upon the poles licensed hereunder or any part thereof performed by the Indemnitor or any of its agents, contractors, servants, or employees; (b) any use, occupation, condition, operations of said poles or any part thereof by the Indemnitor or any of its agents, contractors, servants, or employees; (c) any act or omission on the part

of the Indemnitor or any of its agents, contractors, servants, or employees, for which the Indemnitee may be found liable: (d) any accident, injury (including death) or damage to any person or property occurring upon said poles or any part thereof arising out of any use thereof by the Indemnitor or any of its agents, contractors, servants, or employees; or (e) any failure on the part of the Indemnitor to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement unless caused by the negligence or intentional misconduct of Indemnitee.

- D. Neither party shall be liable for indirect, consequential, special or punitive damages of any kind.
- E. The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued thereunder.

#### **Article XVI INSURANCE**

- A. Licensee shall carry insurance to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in Article XV preceding.
- B. The amounts of such insurance, shall be as follows:
  - 1. against liability due to damage to property shall not be less than \$1,000,000 as to any one occurrence and \$1,000,000 aggregate, and
  - 2. against liability due to injury to or death of person shall not be less than \$3,000,000 as to any one person and \$3,000,000 as to any one occurrence.
- C. Licensee shall also carry such insurance as will protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it.
- D. All insurance must be effective before Licensor will authorize Licensee to make attachments to any pole and shall remain in force until such attachments have been removed from all such poles.
- F. Licensee shall submit to Licensor certificates of insurance including renewal thereof, by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; that such certificates name the Licensor as an additional insured under the public liability policy; that it will not cancel or change any such policy of insurance issued to

Licensee except after the giving of not less than sixty (60) days written notice to Licensor.

**Article XVII**  
**AUTHORIZATION NOT EXCLUSIVE**

Nothing herein contained shall be construed as a grant of an exclusive authorization, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any pole covered by this Agreement provided there is no interference with the rights granted to Licensee hereunder.

**Article XVIII**  
**ASSIGNMENT OF RIGHTS**

- A. Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of Licensee's successors, without the prior written consent of Licensor, which shall not be unreasonably withheld or delayed.
- B. In the event such consent or consents are granted by Licensor, then this Agreement shall extend to and bind the successors and assigns of the parties hereto.

**Article XIX**  
**FAILURE TO ENFORCE**

Failure of a party to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

**Article XX**  
**TERMINATION OF AGREEMENT**

- A. If Licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement, or if Licensee's facilities are maintained or used in violation of any law and Licensee shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance, Licensor may terminate the authorizations covering the poles as to which such default or noncompliance shall have occurred.
- B. In the event of termination of this Agreement, Licensee shall remove its attachments from Licensor's poles within six (6) months from date of termination;

provided, however, that Licensee shall be liable for and pay all fees to Licensor pursuant to the terms of this Agreement until Licensee's attachments are removed from Licensor's poles.

- C. If Licensee does not remove its attachments from Licensor's poles within the applicable time period specified in this Agreement, Licensor shall have the right to remove them at the expense of Licensee and without any liability on the part of Licensor to Licensee therefor, except for the negligence or willful misconduct of Licensor, and Licensee shall be liable for and pay all fees to Licensor pursuant to the terms of this Agreement until such attachments are removed.

#### **Article XXI TERM OF AGREEMENT**

- A. This Agreement shall remain in effect for a term of 3 year(s) from the date hereof. Licensee shall have the option to renew this Agreement for an additional 1 year period upon providing Licensor thirty (30) days written notice prior to the termination date.
- B. Termination of this Agreement shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination. Termination of any license issued pursuant to this Agreement shall not affect any remaining licenses issued hereunder.

#### **Article XXII CHOICE OF LAW**

The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of Florida, excluding its conflict of laws provisions.

#### **Article XXIII ENTIRE AGREEMENT**

This Agreement constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement may not be modified or amended other than by a written instrument executed by both parties.

#### **Article XXIV NOTICES**

All written notices required under this Agreement shall be given by posting the same in first class mail as follows:

To Licensee: TCG \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

with a copy to: Teleport Communications Group Inc.  
One Teleport Drive  
Staten Island, New York 10311  
Attn: General Counsel

To Licensor:  
(Payments Only) \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

To Licensor:  
(AllOthers) \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LICENSEE

By: 

Title: RVP- Southern Region

LICENSOR

By: 

Title: SORDIR

Attachment C-15

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description: Provides the connection from the serving central office to a subscriber's premises. It is engineered to meet the same parameters as a residence or business exchange access line.

Information relative to multiplexing of the Unbundled Exchange Access Loop is described in Attachment C-16 following.

State(s):	Alabama			Florida			Georgia		
	Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges	
Rate Elements		First	Add'l		First	Add'l		First	Add'l
Unbundled Exchange Access Loop	\$25 00	\$140 00	\$45 00	\$17 00	\$140 00	\$45 00	\$25 00	\$140 00	\$45 00
Unbundled Exchange Access IOC									
• Fixed	\$30 00	\$87 00	N/A	\$28 50	\$87 00	N/A	\$32 00	\$108 00	N/A
• 1 - 8 Miles	\$2 05	N/A	N/A	\$1 85	N/A	N/A	\$2 05	N/A	N/A
• 9 - 25 Miles	\$2 00	N/A	N/A	\$1 60	N/A	N/A	\$2 00	N/A	N/A
• Over 25 Miles	\$1 95	N/A	N/A	\$1 55	N/A	N/A	\$1 95	N/A	N/A

State(s):	Kentucky			Louisiana			Mississippi		
	Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges	
Rate Elements		First	Add'l		First	Add'l		First	Add'l
Unbundled Exchange Access Loop	\$25 00	\$140 00	\$45 00	\$18 50	\$140 00	\$45 00	\$25 00	\$140 00	\$45 00
Unbundled Exchange Access IOC									
• Fixed	\$30 00	\$83 00	N/A	\$30 00	\$100 00	N/A	\$30 00	\$96 00	N/A
• 1 - 8 Miles	\$2 05	N/A	N/A	\$2 05	N/A	N/A	\$2 05	N/A	N/A
• 9 - 25 Miles	\$2 00	N/A	N/A	\$2 00	N/A	N/A	\$2 00	N/A	N/A
• Over 25 Miles	\$1 95	N/A	N/A	\$1 95	N/A	N/A	\$1 95	N/A	N/A

State(s):	N Carolina			S Carolina			Tennessee		
	Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges	
Rate Elements		First	Add'l		First	Add'l		First	Add'l
Unbundled Exchange Access Loop	\$30 00	\$140 00	\$45 00	\$25 00	\$140 00	\$45 00	\$25 00	\$140 00	\$45 00
Unbundled Exchange Access IOC									
• Fixed	\$11 85	\$71 87	N/A	\$50 00	\$87 00	N/A	\$30 00	\$36 00	N/A
• 1 - 3 Miles	\$2 15	N/A	N/A	\$2 05	N/A	N/A	\$2 05	N/A	N/A
• 9 - 25 Miles	\$2 15	N/A	N/A	\$2 00	N/A	N/A	\$2 00	N/A	N/A
• Over 25 Miles	\$2 15	N/A	N/A	\$1 95	N/A	N/A	\$1 95	N/A	N/A

Attachment C-16

Unbundled Products and Services and New Services

Service: Channelization System for Unbundled Exchange Access Loops

Description: This new rate element provides the multiplexing function for Unbundled Exchange Access Loops. It can convert up to 96 voice grade loops to DS1 level for connection with the ALEC's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DS1 level to customer premise) or on a non-concentrated basis (delivers at 4 DS1 level to customer premise) at the option of the customer.

In addition to the following rates elements, 1.544 Mbps local channel and/or interoffice channel facilities may be required as set forth in E7 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff for non-allocated ALECs.

State(s)	Alabama			Florida			Georgia		
	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG). Per System	\$575.00	\$525.00	N/A	\$555.00	\$490.00	N/A	\$555.00	\$490.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment). * per circuit	\$1.70	\$8.00	\$8.00	\$1.70	\$7.00	\$7.00	\$1.70	\$7.00	\$7.00

State(s)	Kentucky			Louisiana			Mississippi		
	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG). Per System	\$540.00	\$495.00	N/A	\$530.00	\$510.00	N/A	\$560.00	\$450.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment). * per circuit	\$1.60	\$8.00	\$8.00	\$1.60	\$8.00	\$8.00	\$1.70	\$8.00	\$8.00

State(s)	N. Carolina			S. Carolina			Tennessee		
	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG). Per System	\$545.00	\$475.00	N/A	\$520.00	\$480.00	N/A	\$530.00	\$520.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment). * per circuit	\$1.65	\$7.00	\$7.00	\$1.60	\$6.00	\$6.00	\$1.60	\$8.00	\$8.00



Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports

Description: An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combined with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

When an Unbundled Port is connected to BellSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 20 of BellSouth Telecommunications's, Inc.'s Interstate Access Tariff, FCC No.1.

Alabama				Florida		Georgia	
Rate Elements	Rate	Per		Rate Elements	Rate	Rate Elements	Rate
<b>Monthly</b>				<b>Monthly</b>		<b>Monthly</b>	
Residence Port	\$2 50			Residence Port	\$2 00	Residence Port	\$2 25
Business Port	\$7 00			Business Port	\$4 50	Business Port	\$4 60
PBX Trunk Port	\$7 00			PBX Trunk Port	\$7 50	PBX Trunk Port	\$7 37
Rotary Service	\$2 00			Rotary Service	\$2 00	Rotary Service	\$2 77
Primary Rate ISDN NAS	\$20 00						
<b>Usage-Mileage Bands</b>				<b>Usage-(STS)</b>		<b>Usage-(STS)</b>	
A (0 miles)	\$0 02	Int. min.		- int. min	\$0 0275	- setup per call	\$0 02
	\$0 01	Add'l min		- add'l min	\$0 0125	- per minute or fraction thereof	\$0 02
B (1-10 miles)	\$0 04	Int. min					
	\$0 02	Add'l min					
C (11-16 miles)	\$0 06	Int. min					
	\$0 04	Add'l min					
D (17-22 miles & existing LCA described in A3.6 greater than 22 mi.)	\$0 10	Int. min					
	\$0 07	Add'l min					
E (23-30 miles)	\$0 10	Int. min					
	\$0 10	Add'l min					
F (31-40 miles)	\$0 10	Int. min					
	\$0 10	Add'l min					
G (Special Band)*	\$0 10	Int. min					
	\$0 10	Add'l min					

\*In addition to the local calling described in A3 of BellSouth's General Subscriber Service Tariff, if any wire center in an exchange is located within 40 miles of any wire center in the originating exchange, local calling will be provided from the entire originating exchange to the entire terminating exchange. The usage charges for Band G are applicable for distances greater than 40 miles.

Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports (Cont'd)

Kentucky			Louisiana		
Rate Elements	Rate	Per	Rate Elements	Rate	Per
Monthly			Monthly		
Residence Port	\$3.50		Residence Port	\$2.50	
Business Port	\$10.00		Business Port	\$7.00	
PBX Trunk Port	\$10.00		PBX Trunk Port	\$7.00	
Rotary Service	\$3.50		Rotary Service	\$3.50	
Usage-Mileage Bands			Usage-Mileage Bands		
A (0 miles)	\$0.04	Int. Min.	D (0 miles)	\$0.02	Int. Min.
	\$0.02	Add'l min.		\$0.01	Add'l min.
B (1-10 miles)	\$0.04	Int. Min.	A (1-10 miles)	\$0.04	Int. Min.
	\$0.02	Add'l min.		\$0.02	Add'l min.
C (Greater than 10 miles Limited LCA)	\$0.08	Int. Min.	B (11-16 miles)	\$0.08	Int. Min.
	\$0.04	Add'l min.		\$0.04	Add'l min.
D (1-10 miles beyond Limited LCA)	\$0.04	Int. Min.	C (17-22 miles)	\$0.10	Int. Min.
	\$0.02	Add'l min.		\$0.07	Add'l min.
E (11-16 miles beyond Limited LCA)	\$0.08	Int. Min.	D (23 - 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.14	Int. Min.
	\$0.04	Add'l min.		\$0.10	Add'l min.
F (17-22 miles beyond Limited LCA)	\$0.08	Int. Min.		\$0.10	Add'l min.
	\$0.07	Add'l min.	E (Greater than 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.14	Int. Min.
G (23-30 miles beyond Limited LCA)	\$0.08	Int. Min.		\$0.14	Int. Min.
	\$0.07	Add'l min.	F (23 - 30 miles Inter-Parish Expanded LCA)	\$0.14	Int. Min.
H (31-40 miles beyond Limited LCA)	\$0.08	Int. Min.		\$0.10	Add'l min.
	\$0.07	Add'l min.	G (31 - 40 miles Inter-Parish Expanded LCA)	\$0.14	Int. Min.
I (Greater than 40 miles beyond Limited LCA)	\$0.08	Int. Min.		\$0.14	Add'l min.
	\$0.07	Add'l min.	H (Greater than 40 miles Inter-Parish)	\$0.14	Int. Min.
				\$0.14	Add'l min.

Mississippi			N. Carolina		S. Carolina	
Rate Elements	Rate	Per	Rate Elements	Rate	Rate Elements	Rate
Monthly			Monthly		Monthly	
Residence Port	\$3.75		Residence Port	\$2.00	Residence Port	\$4.00
Business Port	\$7.50		Business Port	\$6.00	Business Port	\$10.50
PBX Trunk Port	\$7.50		PBX Trunk Port	\$6.00	PBX Trunk Port	\$10.50
Rotary Service	\$3.75		Rotary Service	\$1.50	Rotary Service	\$3.00
Usage - Mile Bands			Usage - (STS)		Usage - (STS)	
A (0 miles)	\$0.02	Int. min.	- Int. min.	\$0.08	- Basic Svc Area	\$0.02
	\$0.01	Add'l min.	- Add'l min.	\$0.02	- Expanded Svc Area	\$0.12
B (1-10 miles)	\$0.04	Int. min.				
C (11-16 miles existing LCA base - in-band in AD & greater than 16 miles and calls to county seat greater than 16 miles)	\$0.02	Add'l min.				
	\$0.08	Int. min.				
	\$0.04	Add'l min.				
D (17-30 miles)	\$0.08	Int. min.				
	\$0.07	Add'l min.				
E (31-55 miles Basic LATA)	\$0.08	Int. min.				
	\$0.07	Add'l min.				
F (31-55 miles Jackson LATA)	\$0.12	Int. min.				
	\$0.10	Add'l min.				
G (56-85 miles Basic LATA)	\$0.18	Int. min.				
	\$0.14	Add'l min.				

Tennessee		
Rate Elements	Rate	Per
Monthly		
Residence Port	\$4.00	
Business Port	\$10.00	
PBX Trunk Port	\$10.00	
Rotary Service	\$8.50	
Usage - Mile Bands		
A (0-6 miles)	\$0.02	mo
B (7-30 miles)	\$0.05	mo
C (>30 miles)	\$0.10	mo

**Attachment C-18**

**Unbundled Products and Services and New Services**

**Service: Local Calling Area Boundary Guide**

**Description: Provided to ALECs to assist in deployment of numbers on their network to conform with BellSouth existing local calling area geographics.**

**State: All**

**Rate(s): No Charge**

**ATTACHMENT "D"**

**APPLICABLE DISCOUNTS**

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

	<b>DISCOUNT</b>	
<b>STATE</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
ALABAMA	10%	10%
FLORIDA	18%	12%
GEORGIA	20.3%*	17.3%*
KENTUCKY	10%	8%
LOUISIANA	11%	10%
MISSISSIPPI	9%	8%
NORTH CAROLINA	12%	9%
SOUTH CAROLINA	10%	9%
TENNESSEE	11%	9%

\*The Georgia discount is subject to change as a result of final resolution of the order of the Georgia Public Service Commission, issued June 12, 1996

Discounts will not apply to: Unbundled port service; nonrecurring charges; federal or state subscriber line charges; inside wire maintenance plans; pass-through charges (e.g. N11 end user charges); and taxes

Interconnection Purchasing Center  
600 North 19th Street, 7th Floor  
Birmingham, Alabama 35203

FL

October 27, 1999

TCG  
Attn: Fran Miranda  
P.O. Box 10226  
Newark, NJ 07193-0226

Re: Payment and Disputed billing on (Invoice Account) 1681307. 7/99

Dear Sir or Madam:

Usage in the amount of \$23,167.65 is in dispute because the minutes of use invoiced exceed the 105% Cap & Threshold in the Local Interconnection Agreement.

Enclosed are payments for the attached list of invoices. Please apply payment as noted on the attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

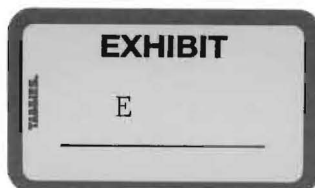
BellSouth Telecommunication, Inc.  
ATTN: Interconnection Purchasing Center  
600 North 19<sup>th</sup> Street  
7<sup>th</sup> Floor  
Birmingham, AL 35203

Please contact Carla Murphy at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

*Carla Murphy*

Carla Murphy  
Service Representative



NOV 15 1999



Interconnection Purchasing Center  
600 North 19th Street, 7th Floor  
Birmingham, Alabama 35203

October 27, 1999

FL

TCG

Attn: Fran Miranda

P.O. Box 10226

Newark, NJ 07193-0226

7/99

Re: Payment and Disputed billing on (Invoice Account) 1681305.

Dear Sir or Madam:

Usage in the amount of \$223,906.21 is in dispute because the minutes of use invoiced exceed the 105% Cap & Threshold in the Local Interconnection Agreement.

Enclosed are payments for the attached list of invoices. Please apply payment as noted on the attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunication, Inc.**  
**ATTN: Interconnection Purchasing Center**  
**600 North 19<sup>th</sup> Street**  
**7<sup>th</sup> Floor**  
**Birmingham, AL 35203**

Please contact Carla Murphy at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

*Carla Murphy*

Carla Murphy  
Service Representative

Stamp: 10/27/99



Interconnection Purchasing Center  
600 North 19th Street, 7th Floor  
Birmingham, Alabama 35203

October 27, 1999

FL

TCG

Attn: Fran Miranda

P.O. Box 10226

Newark, NJ 07193-0226

8/99

Re: Payment and Disputed billing on (Invoice Account) 1722347.

Dear Sir or Madam:

BellSouth is withholding payment in the amount of \$50,209.18 due to Internet Service Provider (ISP) Usage. BellSouth is deducting 80% for ISP usage, then applying the appropriate 97.5% PLU, IntraLata rate of .02643, and Local rate of .002 to determine the amount of usage to pay. Usage in the amount of \$89,053.26 is in dispute because the minutes of use invoiced exceed the 105% Cap & Threshold in the Local Interconnection Agreement.

Enclosed are payments for the attached list of invoices. Please apply payment as noted on the attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunication, Inc.  
ATTN: Interconnection Purchasing Center  
600 North 19<sup>th</sup> Street  
7<sup>th</sup> Floor  
Birmingham, AL 35203

Please contact Carla Murphy at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

*Carla Murphy*

Carla Murphy  
Service Representative



Interconnection Purchasing Center  
600 North 19th Street, 7th Floor  
Birmingham, Alabama 35203

October 27, 1999

FL

TCG  
Attn: Fran Miranda  
P.O. Box 10226  
Newark, NJ 07193-0226

8/99

Re: Payment and Disputed billing on (Invoice Account) 1722349.

Dear Sir or Madam:

BellSouth is withholding payment in the amount of \$4,828.80 due to Internet Service Provider (ISP) Usage. BellSouth is deducting 80% for ISP usage, then applying the appropriate 97.5% PLU, IntraLata rate of .02643, and Local rate of .002 to determine the amount of usage to pay. Usage in the amount of \$8,880.03 is in dispute because the minutes of use invoiced exceed the 105% Cap & Threshold in the Local Interconnection Agreement.

Enclosed are payments for the attached list of invoices. Please apply payment as noted on the attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

BellSouth Telecommunication, Inc.  
ATTN: Interconnection Purchasing Center  
600 North 19<sup>th</sup> Street  
7<sup>th</sup> Floor  
Birmingham, AL 35203

Please contact Carla Murphy at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

*Carla Murphy*

Carla Murphy  
Service Representative

11/2/99





PLEASE APPLY BELLSOUTH'S PAYMENT AS FOLLOWS

PROVIDER'S NAME: TCG 11/8/99

CHECK#	STATE	CLEC OR CMRS ACCOUNT#	BST'S QUEST ACCT #	CLEC OR CMRS' INV#	BST'S QUEST INV DATE	AMOUNT INVOICED	AMOUNT PAID	AMOUNT DISPUTED	EXPLANATION OF DISPUTES NOTED ABOVE
WIRE TRANSFER	FL	1787243			Sep-99	\$1,020,427.52	\$174,518.49	\$845,909.03	ISP 80%, PLU 97.5%, INTRALATA RATE .02643, LOCAL .002.
<b>TOTALS</b>						<b>\$1,020,427.52</b>	<b>\$174,518.49</b>	<b>\$845,909.03</b>	



Interconnection Purchasing Center  
600 North 19th Street, 7th Floor  
Birmingham, Alabama 35203

DATE: November 9, 1999

TO: TCG  
Fran Mirando  
FAX: 718-355-5285

FROM: Carla Murphy  
BellSouth Telecommunications  
600 N 19<sup>th</sup> Street  
7<sup>th</sup> floor D2  
Birmingham, AL 35203  
FAX: 205 321-2747

This is notification that a wire transfer totaling in the amount of **\$247,547.06** will be performed on or around November 10, 1999.

Below is a breakdown of the total amount transferred

	State	Invoice Number	Date	Amount Invoiced	Amount Paid
1.	FL	1767245	9/99	\$44,189.02	\$34,076.01
2.	FL	1767243	9/99	\$1,020,427.52	\$174,518.49
3.	TN	1767240	9/99	\$43,257.78	\$13,881.30
4.	TN	1767244	9/99	\$79,927.48	\$14,303.09
5.	TN	1767242	9/99	\$28,261.90	\$10,768.17

BellSouth reserves the right to dispute the charges at a later date.

Please contact Carla Murphy at 205 714-0206 if you have questions or would like to discuss.

Sincerely,

*Carla Murphy*

Service Representative



BellSouth Telecommunications, Inc.

600 North 19<sup>th</sup> Street 7<sup>th</sup> FL  
Birmingham, AL 35203

December 6, 1999

**TCG**

*Attn: Fran Miranda*

*2 Teleport Drive*

*Staten Island, NY 10311*

*FL  
10/99*

Re: Payment and Disputed billing on (*Invoice Account*) 1816234.

Dear Sir or Madam:

BellSouth is withholding payment in the amount of \$75,472.40 due to Internet Service Provider (ISP) Usage and incorrect rate. BellSouth is deducting 80% for ISP usage, then applying the appropriate 97.5% PLU, IntraLata rate of .02643, and Local rate of .002 to determine the amount of usage to pay.

Enclosed are payments for the attached list of invoices. Please apply payment as noted on the attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

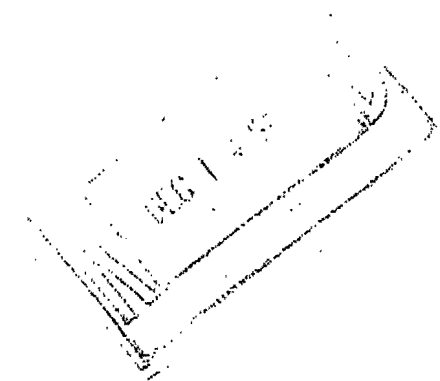
**BellSouth Telecommunication, Inc.**  
**ATTN: Interconnection Purchasing Center**  
**600 North 19<sup>th</sup> Street**  
**7<sup>th</sup> Floor**  
**Birmingham, AL 35203**

Please contact Carla Murphy at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

*Carla Murphy*

Carla Murphy  
Service Representative



BellSouth Telecommunications, Inc.

DATE: December 16, 1999

TO: TCG/AT&T  
P.O. Box 10226  
Newark, NJ 07193-0226

FROM: Carla Murphy  
BellSouth Telecommunications  
600 N 19<sup>th</sup> Street  
7<sup>th</sup> floor D2  
Birmingham, AL 35203  
FAX: 205 321-2747

This is notification that an ACH payment totaling in the amount of **\$178,913.01** will be performed on or around December 21, 1999.

Below is a breakdown of the total amount transferred

	State	Invoice Number	Date	Amount Invoiced	Amount Paid
→ 1.	FL	1816232	10/99	\$911,605.03	\$168,219.96
2.	TN	1493802	1/99	\$130,081.25	\$10,693.05

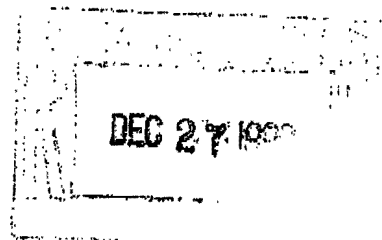
BellSouth reserves the right to dispute the charges at a later date.

Please contact Carla Murphy at 205 714-0206 if you have questions or would like to discuss.

Sincerely,

*Carla Murphy*

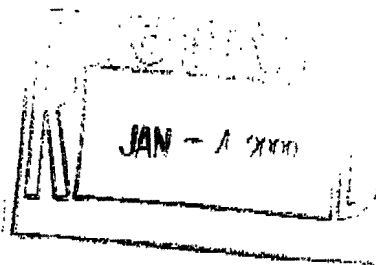
Service Representative



BellSouth Telecommunications, Inc.

600 North 19<sup>th</sup> Street 7<sup>th</sup> FL  
Birmingham, AL 35203

December 30, 1999



**TCG/AT&T**  
**Attn: Fran Miranda**  
**2 Teleport Drive**  
**Staten Island, NY 10311**

FL  
11/99

Re: Payment and Disputed billing on (Invoice Account ) 1868585.

Dear Sir or Madam:

BellSouth is withholding payment in the amount of \$481.47 due to Internet Service Provider (ISP) Usage and Incorrect rates. BellSouth is deducting 95% for ISP usage, then applying the appropriate 97.6% PLU, IntraLata rate of .02643, and Local rate of .002 to determine the amount of usage to pay. BellSouth is also withholding payment in the amount of \$105,246.08 for Interstate usage invoiced.

Enclosed are payments for the attached list of invoices. Please apply payment as noted on the attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunication, Inc.**  
**ATTN: Interconnection Purchasing Center**  
**600 North 19<sup>th</sup> Street**  
**7<sup>th</sup> Floor**  
**Birmingham, AL 35203**

Please contact Carla Murphy at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

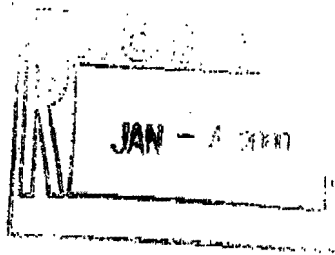
*Carla Murphy*

Carla Murphy  
Service Representative

BellSouth Telecommunications, Inc.

600 North 19<sup>th</sup> Street 7<sup>th</sup> FL  
Birmingham, AL 35203

December 30, 1999



**TCG/AT&T**  
**Attn: Fran Miranda**  
**2 Teleport Drive**  
**Staten Island, NY 10311**

FL  
11/99

Re: Payment and Disputed billing on (*Invoice Account*) 1868583.

Dear Sir or Madam:

BellSouth is withholding payment in the amount of \$195,894.86 due to Internet Service Provider (ISP) Usage and Incorrect rates. BellSouth is deducting 95% for ISP usage, then applying the appropriate 97.6% PLU, IntraLata rate of .02643, and Local rate of .002 to determine the amount of usage to pay. BellSouth is also withholding payment in the amount of \$644,546.72 for Interstate usage invoiced.

Enclosed are payments for the attached list of invoices. Please apply payment as noted on the attachment.

**Our address has changed.** Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunication, Inc.**  
**ATTN: Interconnection Purchasing Center**  
**600 North 19<sup>th</sup> Street**  
**7<sup>th</sup> Floor**  
**Birmingham, AL 35203**

Please contact Carla Murphy at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

*Carla Murphy*

Carla Murphy  
Service Representative



BellSouth Telecommunications, Inc.  
600 North 19<sup>th</sup> Street  
7<sup>th</sup> Floor D2  
Birmingham, AL 35203

January 18, 2000

*TCG/AT&T*  
*Attn: Fran Mirando*  
*2 Teleport Drive*  
*Staten Island, NY 10311*

FL  
12/199

Re: Payment and Disputed billing on (*Invoice Account*) 1925606.

Dear Sir or Madam:

BellSouth is withholding payment in the amount of \$707,980.40 due to Internet Service Provider (ISP) Usage. BellSouth is deducting 95% for ISP usage, then applying the appropriate 97.6% PLU, IntraLata rate of .02643, and Local rate of .002 to determine the amount of usage to pay. BellSouth is also withholding payment in the amount of \$131,025.03 for Interstate Usage.

Enclosed are payments for the attached list of invoices. Please apply payment as noted on the attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunication, Inc.**  
**ATTN: Interconnection Purchasing Center**  
**600 North 19<sup>th</sup> Street**  
**7<sup>th</sup> Floor**  
**Birmingham, AL 35203**

Please contact Carla Murphy at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

*Carla Murphy*

Carla Murphy  
Service Representative





BellSouth Telecommunications, Inc.

600 North 19<sup>th</sup> Street  
7<sup>th</sup> Floor D2  
Birmingham, AL 35203

January 18, 2000

*TCG/AT&T*  
*Attn: Fran Miranda*  
*2 Teleport Drive*  
*Staten Island, NY 10311*

*FL*  
*12/19/99*

Re: Payment and Disputed billing on (*Invoice Account*) 1925608.

Dear Sir or Madam:

BellSouth is withholding payment in the amount of \$2,118.99 due to Internet Service Provider (ISP) Usage. BellSouth is deducting 95% for ISP usage, then applying the appropriate 97.6% PLU, IntraLata rate of .02643, and Local rate of .002 to determine the amount of usage to pay. BellSouth is also withholding payment in the amount of \$104,493.75 for Interstate Usage.

Enclosed are payments for the attached list of invoices. Please apply payment as noted on the attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunication, Inc.**  
**ATTN: Interconnection Purchasing Center**  
**600 North 19<sup>th</sup> Street**  
**7<sup>th</sup> Floor**  
**Birmingham, AL 35203**

Please contact Carla Murphy at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

*Carla Murphy*

Carla Murphy  
Service Representative



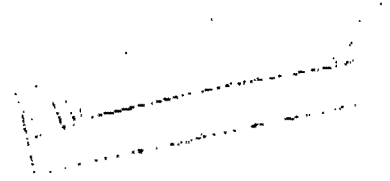
BellSouth Telecommunications, Inc.

600 North 19<sup>th</sup> Street  
7<sup>th</sup> Floor D2  
Birmingham, AL 35203

January 27, 2000

*TCG/AT&T*  
*Attn: Fran Miranda*  
*2 Teleport Drive*  
*Staten Island, NY 10311*

*pk 1100*



Re: Payment and Disputed billing on (*Invoice Account*) 1986878.

Dear Sir or Madam:

BellSouth is withholding payment in the amount of \$2,11.56 due to Internet Service Provider (ISP) Usage. BellSouth is deducting 95% for ISP usage, then applying the appropriate 97.6% PLU, IntraLata rate of .02643, and Local rate of .002 to determine the amount of usage to pay. BellSouth is also withholding payment in the amount of \$100,226.17 for Interstate Usage.

Enclosed are payments for the attached list of invoices. Please apply payment as noted on the attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunication, Inc.**  
**ATTN: Interconnection Purchasing Center**  
**600 North 19<sup>th</sup> Street**  
**7<sup>th</sup> Floor**  
**Birmingham, AL 35203**

Please contact Carla Murphy at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

*Carla Murphy*

Carla Murphy  
Service Representative

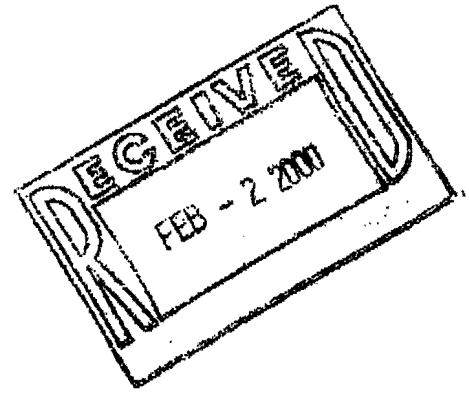
BellSouth Telecommunications, Inc.

600 North 19<sup>th</sup> Street  
7<sup>th</sup> Floor D2  
Birmingham, AL 35203

January 27, 2000

**TCG/AT&T**  
**Attn: Fran Miranda**  
**2 Teleport Drive**  
**Staten Island, NY 10311**

FL  
1/00



Re: Payment and Disputed billing on (*Invoice Account*) 1986876.

Dear Sir or Madam:

BellSouth is withholding payment in the amount of \$730,604.51 due to Internet Service Provider (ISP) Usage. BellSouth is deducting 95% for ISP usage, then applying the appropriate 97.6% PLU, IntraLata rate of .02643, and Local rate of .002 to determine the amount of usage to pay. BellSouth is also withholding payment in the amount of \$143,082.78 for Interstate Usage.

Enclosed are payments for the attached list of invoices. Please apply payment as noted on the attachment.

**Our address has changed.** Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunication, Inc.**  
**ATTN: Interconnection Purchasing Center**  
**600 North 19<sup>th</sup> Street**  
**7<sup>th</sup> Floor**  
**Birmingham, AL 35203**

Please contact Carla Murphy at 205 714-0206, if you have questions or would like to discuss.

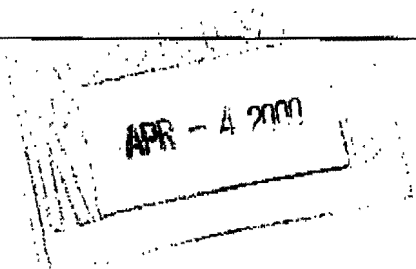
Sincerely,

*Carla Murphy*

Carla Murphy  
Service Representative



Interconnection Purchasing Center  
7th Floor  
600 North 19th Street  
Birmingham, AL 35203



DATE: March 29, 2000

TO: TCG/ATT  
P.O. Box 10226  
Newark, NJ 07193-0226

FROM: Carla Murphy  
BellSouth Telecommunications  
600 N 19<sup>th</sup> Street  
7<sup>th</sup> floor D2  
Birmingham, AL 35203  
FAX: 205 321-2747

This is notification that an ACH payment totaling in the amount of \$22,721.18 will be performed on or around March 31, 2000.

Below is a breakdown of the total amount transferred

	State	Invoice Number	Date	Amount Invoiced	Amount Paid
1.	FL	2054126	02/00	\$114,301.93	\$22,721.18

BellSouth reserves the right to dispute the charges at a later date.

Please contact Carla Murphy at 205 714-0206 if you have questions or would like to discuss.

Sincerely,

*Carla Murphy*

Service Representative



Interconnection Purchasing Center  
7th Floor  
600 North 19th Street  
Birmingham, AL 35203

March 21, 2000

*TCG/AT&T*  
*Attn: Fran Miranda*  
*2 Teleport Drive*  
*Staten Island, NY 10311*

*FL*  
*2/00*

Re: Payment and Disputed billing on (*Invoice Account*) 2054124.

Dear Sir or Madam:

BellSouth is withholding payment in the amount of \$746,578.95 due to Internet Service Provider (ISP) Usage. BellSouth is deducting 95% for ISP usage, then applying the appropriate 99.3% PLU, IntraLata rate of .02643, and Local rate of .002 to determine the amount of usage to pay. BellSouth is also withholding payment in the amount of \$147,240.35 for Interstate Usage.

Enclosed are payments for the attached list of invoices. Please apply payment as noted on the attachment.

**Our address has changed.** Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

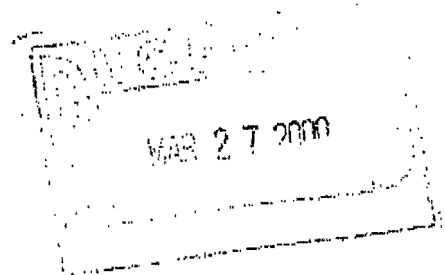
**BellSouth Telecommunication, Inc.**  
**ATTN: Interconnection Purchasing Center**  
**600 North 19<sup>th</sup> Street**  
**7<sup>th</sup> Floor**  
**Birmingham, AL 35203**

Please contact Carla Murphy at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

*Carla Murphy*

Carla Murphy  
Service Representative



Interconnection Purchasing Center  
7th Floor  
600 North 19th Street  
Birmingham, AL 35203  
600 North 19<sup>th</sup> Street  
7<sup>th</sup> Floor D2  
Birmingham, AL 35203

March 29, 2000

*Handwritten:* 2/100

**TCG/AT&T**  
**Attn: Fran Miranda**  
**2 Teleport Drive**  
**Staten Island, NY 10311**

*Stamp:* APR - 4 2000

Re: Payment and Disputed billing on (Invoice Account ) 2054126.

Dear Sir or Madam:

BellSouth is withholding payment in the amount of \$2,395.93 due to Internet Service Provider (ISP) Usage. BellSouth is deducting 95% for ISP usage, then applying the appropriate 99.3% PLU, IntraLata rate of .02643, and Local rate of .002 to determine the amount of usage to pay. BellSouth is also withholding payment in the amount of \$89,184.82 for Interstate Usage.

Enclosed are payments for the attached list of invoices. Please apply payment as noted on the attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunication, Inc.**  
**ATTN: Interconnection Purchasing Center**  
**600 North 19<sup>th</sup> Street**  
**7<sup>th</sup> Floor**  
**Birmingham, AL 35203**

Please contact Carla Murphy at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

*Carla Murphy*

Carla Murphy  
Service Representative

Interconnection Purchasing Center  
600 North 19th Street  
7th Floor  
Birmingham, AL 35203

*June 1, 2000*

**TCG/ATT**  
**PO Box 10226**  
**Newark, NJ 07193-0226**

*1-2* *2/100*

**RE: Payment and Disputed billing on Invoice Account 2127061.**

Dear Sir or Madam:

BellSouth is withholding payment in the amount of \$2,357.32 due to Internet Service Provider (ISP) Usage. BellSouth is deducting ISP 95% usage, then applying the appropriate PLU 99.3% and rate to determine the amount of IntraLATA usage to pay. BellSouth will also be withholding Interstate usage in the amount of \$81,738.12.

Enclosed are payments for the attached list of invoices. Please apply payment as noted on the attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunication, Inc.**  
**ATTN: Interconnection Purchasing Center**  
**600 North 19<sup>th</sup> Street**  
**7<sup>th</sup> Floor**  
**Birmingham, AL 35203**

Please contact Carla Murphy at (205) 714-0206 if you have questions or would like to discuss.

Sincerely,

*Carla Murphy*  
Service Representative

Attachment







Interconnection Purchasing Center  
7th Floor  
600 North 19th Street  
Birmingham, AL 35203

April 21, 2000

**TCG/AT&T**  
**Attn: Fran Miranda**  
**2 Teleport Drive**  
**Staten Island, NY 10311**

MAY - 2

Re: Payment and Disputed billing on (Invoice Account ) 2127059.

FL  
3/00

Dear Sir or Madam:

BellSouth is withholding payment in the amount of \$692,841.03 due to Internet Service Provider (ISP) Usage. BellSouth is deducting 95% for ISP usage, then applying the appropriate 99.3% PLU, IntraLata rate of .02643, and Local rate of .002 to determine the amount of usage to pay. BellSouth is also withholding payment in the amount of \$140,030.41 for Interstate Usage.

Enclosed are payments for the attached list of invoices. Please apply payment as noted on the attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

**BellSouth Telecommunication, Inc.**  
**ATTN: Interconnection Purchasing Center**  
**600 North 19<sup>th</sup> Street**  
**7<sup>th</sup> Floor**  
**Birmingham, AL 35203**

Please contact Carla Murphy at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

*Carla Murphy*

Carla Murphy  
Service Representative



Interconnection Purchasing Center  
7th Floor  
600 North 19th Street  
Birmingham, AL 35203

DATE: April 21, 2000

TO: TCG/ATT  
P.O. Box 10226  
Newark, NJ 07193

FROM: Carla Murphy  
BellSouth Telecommunications  
600 N 19<sup>th</sup> Street  
7<sup>th</sup> floor D2  
Birmingham, AL 35203  
FAX: 205 321-2747

This is notification that an ACH payment totaling in the amount of \$1,045,312.66 will be performed on or around April 24, 2000.

Below is a breakdown of the total amount transferred

	State	Invoice Number	Date	Amount Invoiced	Amount Paid
1.	FL	2127059	03/00	\$1,878,184.10	\$1,045,312.66

BellSouth reserves the right to dispute the charges at a later date.

Please contact Carla Murphy at 205 714-0206 if you have questions or would like to discuss.

Sincerely,

*Carla Murphy*

Service Representative

Interconnection Purchasing Center  
600 North 19th Street  
7th Floor  
Birmingham, AL 35203

May 1, 2000

**TCG / AT&T**  
**ATTN: Fran Miranda**  
**2 Teleport Drive**  
**Staten Island, NY 10311**

*FL*

**RE: Disputed billing on Invoice Account INXN-BELLSO, Invoice Number 2205609 dated April 1, 2000.**

Dear Fran:

BellSouth is withholding payment in the amount of \$905,344.83. \$753,157.43 of this amount is due to ISP (Internet Service Provider) usage, the PLU percentage and the rates for IntraLATA usage and local usage. BellSouth is deducting ISP usage then applying the appropriate PLU and rate to determine the amount of IntraLATA and local usage to pay. BellSouth is withholding \$152,187.40 in interstate usage charges.

Any and all LPC related to these issues will be held until they have been resolved.

Please contact Ann Tabor at 205- 714-0208 if you have questions or require any additional information.

Sincerely,

*Ann Tabor*

Service Representative

MAY - 5

**BellSouth Interconnection Services**

600 N. 19<sup>th</sup> Street  
Room 7D3  
Birmingham, AL 35203

Ann W Tabor  
(205) 714-0208  
Fax: (205) 321-2747

May 30, 2000

*Fran Miranda* \_\_\_\_\_  
*AT&T / TCG*  
*2 Teleport Drive*  
*Staten Island, NY 10311*

*FL 4/00* \_\_\_\_\_

Re: Disputed charges on (*Invoice Account*) INXN-BELOR01, (*Invoice Number*) 2205611.

Dear Fran:

BellSouth is withholding payment in the amount of \$104,327.27 for the reasons listed below:

- the charges for the minutes of use invoiced are calculated using an incorrect PLU. The correct PLU is 99.3%.
- charges for the local minutes of use invoiced are calculated at the rate of \$.00 however, BellSouth records indicate that this rate does not agree with the negotiated Interconnection Agreement rate of \$.002.
- charges for the intralata minutes of use invoiced are calculated at the rate of \$.003419 however, BellSouth records indicate that this rate does not agree with the negotiated Interconnection Agreement rate of \$.02643.
- ISP traffic has been determined and has been excluded in 95%.
- The interstate usage charges on the invoice are not applicable to the Interconnection Agreement.

Detailed information concerning the disputed items can be found on the payment attachment.

Please investigate this claim and advise BellSouth of the resolution as quickly as possible. Should you have any questions please contact me at 205-714-0208.

Sincerely,

Ann Tabor

Service Representative

**BellSouth Interconnection Services**

600 N. 19<sup>th</sup> Street  
Room 7D3  
Birmingham, AL 35203

Ann W Tabor  
(205) 714-0208  
Fax: (205) 321-2747

June 2, 2000

**Fran Mirando**  
**AT&T / TCG**  
**2 Teleport Drive**  
**Staten Island, NY 10311**

FL  
5/100

Re: Disputed charges on (Invoice Account) INXN-BELLSO, (Invoice Number) 2290587.

Dear Fran:

This is to confirm our conversation of June 2, 2000, regarding charges invoiced to BellSouth. BellSouth is disputing charges in the amount of \$815,648.73. The charges are in dispute because:

- ◆ Due to ISP usage being inappropriately invoiced to BellSouth
- ◆ BellSouth reported a Percent Interstate Usage (PIU) of 0%. Therefore, all Interstate usage charges have been disputed.
- ◆ The charges for the minutes of use invoiced were calculated using an incorrect Percent Local Usage (PLU). BellSouth reported a PLU of 100%.
- ◆ The Local and IntraLATA usage rates invoiced were incorrect.

The payment for usage is being made based on MOUs invoiced. ISP usage is deducted; then, the appropriate PLU and rates are applied to determine the amount of Local and IntraLATA usage BellSouth owes.

001 10 2000 10-01-11 110000001 10 0140011024 1192743

Please investigate this claim and advise BellSouth of resolution as quickly as possible.  
Should you have any questions, please contact Ann Tabor at 205-714-0208.

Sincerely:

Ann Tabor

Service Representative

**BellSouth Interconnection Services**

600 N. 19<sup>th</sup> Street  
Room 7D3  
Birmingham, AL 35203

Ann W Tabor  
(205) 714-0208  
Fax: (205) 321-2747

May 30, 2000

*Fran Miranda*

*AT&T / TCG*

*2 Teleport Drive*

*Staten Island, NY 10311*

FL 5/100

Re: Disputed charges on (*Invoice Account*) INXN-BELOR01, (*Invoice Number*) 2290589.

Dear Fran:

BellSouth is withholding payment in the amount of \$107,990.82 for the reasons listed below:

- the charges for the minutes of use invoiced are calculated using an incorrect PLU. The correct PLU is 100%.
- charges for the local minutes of use invoiced are calculated at the rate of \$.00 however, BellSouth records indicate that this rate does not agree with the negotiated Interconnection Agreement rate of \$.002.
- charges for the intralata minutes of use invoiced are calculated at the rate of \$.003419 however, BellSouth records indicate that this rate does not agree with the negotiated Interconnection Agreement rate of \$.02643.
- ISP traffic has been determined and has been excluded in 90%.
- The interstate usage charges on the invoice are not applicable to the Interconnection Agreement.

Detailed information concerning the disputed items can be found on the payment attachment.

Please investigate this claim and advise BellSouth of the resolution as quickly as possible. Should you have any questions please contact me at 205-714-0208.

Sincerely,

Ann Tabor

Service Representative

**BellSouth Interconnection Services**

600 N. 19<sup>th</sup> Street  
Room 7D3  
Birmingham, AL 35203

Traci B. Miles  
TRACI.MILES@BRIDGE.BELLSOUTH.COM  
(205) 714-0255  
Fax: (205) 321-2747

July 19, 2000

Teleport TCG  
ATTN: Fran Miranda  
P.O. Box 10226  
Newark, NJ 07193-0226

*FL 6/00*

Dear Madam:

This is notification that an ACH electronic transfer totaling in the amount of **\$113,073.18** will be performed on or around July 26, 2000.

Below is a breakdown of the total amount transferred:

<u>State</u>	<u>Invoice Number</u>	<u>Inv Mth</u>	<u>Amt Invoiced</u>	<u>Amount Paid</u>
FL	INXN-BELLSO 2386634	06/00	\$877,462.61	\$112,802.23

BellSouth reserves the right to dispute the charges at a later date.

Please contact Traci Miles at (205) 714-0255 if you have questions or would like to discuss.

Sincerely,

**Traci Miles**

Traci Miles  
Service Representative



**BellSouth Interconnection Services**

600 N. 19<sup>th</sup> Street  
Room 7D3  
Birmingham, AL 35203

Traci B. Miles  
TRACI.MILES@BRIDGE.BELLSOUTH.COM  
(205) 714-0255  
Fax: (205) 321-2747

July 18, 2000

**Teleport TCG**

ATTN: Fran Mirando  
P.O. Box 10226  
Newark, NJ 07193-0226

FL 6/00

Re: Disputed charges on INXN-BELOR01 2386636 dated 06/01/2000.

BellSouth is disputing charges in the amount of **\$100,912.08**. The charges are in dispute because:

1. Internet Service Provider (ISP) usage is inappropriately invoiced to BellSouth. We are deducting ISP usage, then applying the appropriate PLU and rate to determine the amount of Local and IntraLATA usage to pay.
2. BellSouth reported a Percent Interstate Usage (PIU) of 0%. Therefore, all Interstate usage charges have been disputed.
4. The Local (and/or) /IntraLATA usage rates invoiced are incorrect.

Payment in the amount of \$27,882.07 for the non-disputed charges will be forwarded via ACH on or around July 20, 2000.

Please investigate this claim and advise BellSouth of the resolution as quickly as possible. Should you have any questions please contact Traci Miles at 800 666-0580 ext # 0255.

Sincerely,

Traci B. Miles

Service Representative