

**BellSouth
MBR Agreement**

**Contract ID: 090047d4802943af
(CLEC Name Redacted)**

Public Inspection Copy #242

BELLSOUTH® / CLEC Agreement

Customer Name: [REDACTED]

[REDACTED] Stand-Alone Operator Services and Directory Assistance MBR Agreement	2
Table of Contents	3
General Terms and Conditions	5
Signature Page	23
Attachment 1 - Services	24
Attachment 1 - Exhibit A	31
Attachment 2 - PreOrdering, Ordering and Maintenance and Repair	49
Attachment 3 - Billing	57

By and Between

BellSouth Telecommunications, Inc.

And



TABLE OF CONTENTS

General Terms and Conditions

- Definitions
- 1. Scope of this Agreement
- 2. CLEC Certification
- 3. Term of the Agreement
- 4. Rates
- 5. Court Ordered Requests for Call Detail Records and Other Subscriber Information
- 6. Liability and Indemnification
- 7. Intellectual Property Rights and Indemnification
- 8. Proprietary and Confidential Information
- 9. Resolution of Disputes
- 10. Taxes
- 11. Force Majeure
- 12. Modification of Agreement
- 13. Non-waiver of Legal Rights
- 14. Indivisibility
- 15. Severability
- 16. Waivers
- 17. Governing Law
- 18. Assignments and Transfers
- 19. Notices
- 20. Rule of Construction
- 21. Headings of No Force or Effect
- 22. Multiple Counterparts
- 23. Good Faith Performance
- 24. Survival
- 25. Entire Agreement
- 26. Service Levels

TABLE OF CONTENTS (cont'd)

Attachment 1 - Services

Attachment 2 – Pre-Ordering, Ordering, Provisioning and Maintenance and Repair

Attachment 3 – Billing

AGREEMENT

GENERAL TERMS AND CONDITIONS

THIS (SERVICES) AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and [REDACTED] CUSTOMER), a [REDACTED] and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or CUSTOMER 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, CUSTOMER is a Competitive Local Exchange Carrier (CLEC) authorized to provide Telecommunications Services in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, BellSouth desires to provide and CUSTOMER desires to purchase certain Services not required pursuant to Section 251 of the Telecommunications Act of 1996 (Act);

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

Definitions

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

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

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

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last

signature executing the Agreement. Future amendments for rate changes will be effective thirty (30) days after the date of the last signature executing the amendment.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

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

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

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

1. Scope of this Agreement

1.1 This Agreement sets forth the obligations of each Party with respect to BellSouth's provision of certain services, set forth herein, to CUSTOMER (Service(s)). BellSouth will make available to CUSTOMER the Services and CUSTOMER agrees to purchase BellSouth's Services as set forth herein.

1.2 Notwithstanding Section 18 below, the Parties acknowledge that this Agreement is intended to be governed by the provisions of 47 U.S.C. §§ 201, 202 and to the extent applicable, § 271. The Parties acknowledge that this Agreement is subject to the exclusive jurisdiction of the FCC.

2. CLEC Certification

2.1 Prior to execution of this Agreement, CUSTOMER agrees to provide BellSouth in writing CUSTOMER's CLEC certification for all states covered by this Agreement except Kentucky. Should CUSTOMER's certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, terminate this Agreement immediately and all monies owed on all outstanding invoices shall become due, or BellSouth may refuse to provide Services hereunder in that state until certification is reinstated in that state. CUSTOMER shall provide proof of authority to do business, issued by the Secretary of State, or equivalent authority, in each state covered by this Agreement.

2.2 To the extent CUSTOMER is not certified as a CLEC, or has not provided proof of authority to do business in any state covered by this Agreement as of the execution hereof, CUSTOMER may not purchase Services under this Agreement

in that state. CUSTOMER will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement and, upon receipt thereof, CUSTOMER may thereafter purchase Services pursuant to this Agreement in that state.

3. Term of the Agreement

- 3.1 The term of this Agreement shall commence on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. It shall continue in effect for a period of twelve (12) months. This Agreement shall continue in effect as specified herein unless:
- a) Either Party terminates, without cause, at any time upon at least thirty (30) days prior written notice to the other Party provided no Services are being purchased pursuant to this Agreement; or
 - b) Either Party terminates pursuant to the terms hereof upon the other's breach.
- 3.2 Except as set forth in Attachment 3, if either Party breaches or defaults on any of the terms, conditions, or covenants of this Agreement, the other Party shall give the breaching Party written notice of such breach or default. If such breach or default continues for ten (10) days after such written notice, then all monies owed on all outstanding invoices shall become due, and in addition to all other rights and remedies of law or equity or otherwise, the non-breaching Party may terminate this Agreement without any charge, obligation, or liability whatsoever for such breach, except for payment for Services already received and accepted.
- 3.3 To the extent CUSTOMER is in breach or default of its obligations under any other agreement or tariff to which BellSouth and CUSTOMER are parties, such breach or default shall be deemed a breach or default under this Agreement, and BellSouth may exercise any right of disconnection, suspension or termination of services, or any other rights upon default or breach as described in this Agreement, to the same extent such rights may be exercised for a default or breach under this Agreement.
- 3.4 In addition to as otherwise set forth in this Agreement, BellSouth reserves the right to suspend or terminate Service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, or abuse of BellSouth facilities.
- 3.5 Upon termination of this Agreement, the rates, terms and conditions of this Agreement shall continue to apply for all Services until the date such Services are actually transitioned from this Agreement, or the date that BellSouth specifies for the completion of the transition, whichever is earlier, (Transition Period). CUSTOMER shall not be entitled to place any orders for the purchase of Services or make any changes to the Services other than transitioning the Services from this Agreement during the Transition Period.

4. Rates

- 4.1 CUSTOMER shall pay the charges set forth in this Agreement. In the event that BellSouth is unable to bill the applicable rate or no rate is established or included in this Agreement for any Services provided pursuant to this Agreement, BellSouth reserves the right to back bill CUSTOMER for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement.
- 4.2 To the extent a rate element is omitted or no rate is established, BellSouth has the right not to provision such Service until the Agreement is amended to include such rate.
- 4.3 To the extent CUSTOMER requests Services not included in this Agreement, such Services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a separately negotiated Agreement.
- 4.4 In the event that this Agreement or an amendment to this Agreement effects a rate change, BellSouth will make a change to such rates. The change shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

5. Court Ordered Requests for Call Detail Records and Other Subscriber Information

- 5.1 Subpoenas Directed to BellSouth. Where BellSouth provides the Services for CUSTOMER, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to CUSTOMER's End Users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for CUSTOMER's End Users for the same length of time it maintains such information for its own End Users.
- 5.2 Subpoenas Directed to CUSTOMER. Where BellSouth is providing to CUSTOMER Services, then CUSTOMER agrees that in those cases where CUSTOMER receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to CUSTOMER's End Users, and where CUSTOMER does not have the requested information, CUSTOMER will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with Section 5.1 above.
- 5.3 In all other instances, where either Party receives a request for information involving the other Party's End User, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

6. Liability and Indemnification

- 6.1 CUSTOMER Liability. In the event that CUSTOMER consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party requests Services under this Agreement using CUSTOMER's codes, all such entities shall be jointly and severally liable for the obligations of CUSTOMER under this Agreement.
- 6.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to CUSTOMER for any act or omission of another entity providing services to CUSTOMER.
- 6.3 Limitation of Liability. Except for any indemnification obligations of the Parties hereunder, BellSouth's liability to CUSTOMER for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the Services not performed or improperly performed.
- 6.3.1 CUSTOMER may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any Service provided or contemplated under this Agreement, that, to the maximum extent permitted by applicable law, CUSTOMER shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount CUSTOMER would have charged that applicable person for the Service that gave rise to such loss and (ii) indirect, incidental or consequential damages. To the extent that CUSTOMER elects not to place in its tariffs or contracts such limitations of liability, and BellSouth incurs a loss as a result thereof, CUSTOMER shall indemnify and reimburse BellSouth for that portion of the loss that would have been limited had CUSTOMER included in its tariffs and contracts the limitations of liability that BellSouth included in its own tariffs at the time of such loss, except to the extent caused by BellSouth's gross negligence or willful misconduct.
- 6.3.2 BellSouth shall not be liable for damages to CUSTOMER's terminal location, equipment or End User premises resulting from the furnishing of a Service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by BellSouth's negligence or willful misconduct.
- 6.3.3 Under no circumstance shall BellSouth be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of

liability, CUSTOMER recognizes that BellSouth may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services described in this Agreement, and, while BellSouth shall use diligent efforts in this regard, CUSTOMER acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

6.3.4 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on BellSouth different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

6.4 Indemnification for Certain Claims. Except as otherwise set forth in this Agreement and except to the extent caused by BellSouth's gross negligence or willful misconduct, BellSouth, its Affiliates, parent company and their employees and agents shall be indemnified, defended and held harmless by CUSTOMER against any claim, loss or damage arising from CUSTOMER's use of the Services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of CUSTOMER's own communications, or (2) any claim, loss or damage claimed by any third party (including, but not limited to, a customer of the Party receiving services) arising from CUSTOMER'S use or reliance on BellSouth's Services, actions, duties, or obligations arising out of this Agreement.

6.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, BELLSOUTH MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. CUSTOMER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

7. **Intellectual Property Rights and Indemnification**

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

other activity that may result in a likelihood of confusion between its own service and the service of the Other Party.

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

7.3 Intellectual Property Remedies

7.3.1 Indemnification. The Party providing a Service pursuant to this Agreement will defend the Party receiving such Service or data provided as a result of such Service against claims of infringement arising solely from the use by the receiving Party of such Service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 6 above.

7.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of BellSouth is likely to become, the subject of a third party claim, action, suit, or proceeding based on intellectual property infringement, then BellSouth shall have the right to terminate, upon reasonable notice, this Agreement with respect to use of, or Services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

7.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the

affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

- 7.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

8. Proprietary and Confidential Information

- 8.1 Proprietary and Confidential Information. It may be necessary for BellSouth and CUSTOMER, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

- 8.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees, consultants, contractors and agents of Recipient or its Affiliates with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipients may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Information remains at all times the property of the Discloser. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such information has been returned or destroyed.

- 8.3 Exceptions

- 8.3.1 Recipient will not have an obligation to protect any portion of the Information which:

- 8.3.2 (a) is made publicly available by the Discloser or lawfully by a non-Party to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 8.4 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 8.5 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 8.6 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 8 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

9. Disclosure

Notwithstanding anything in this Agreement, upon execution hereof, BellSouth may use CUSTOMER's name in connection with a press release relating to the execution of this Agreement. In addition, BellSouth shall post this Agreement or file it with the FCC, as appropriate, to the extent such posting or filing may be required in BellSouth's reasonable discretion. Except as expressly set forth in this Agreement, neither Party will disclose any terms of this Agreement to any third party unless required by law, by court order, or by order of a regulatory body having jurisdiction over the Party from whom disclosure is sought.

10. Resolution of Disputes

In the event the Parties are unable to resolve any disputes that arise under this Agreement, the aggrieved Party shall pursue resolution of such dispute(s) with the appropriate federal or state court of competent jurisdiction. The Parties submit to personal jurisdiction in Atlanta, Georgia, and waive any objections to a Georgia venue. Except as otherwise provided in this Agreement, nothing herein shall be deemed a waiver of any right of a Party to pursue any remedy at law or in equity.

11. Taxes

- 11.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including

tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the Services furnished hereunder or measured by the charges or payments therefor, excluding any taxes levied on income.

11.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party

11.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

11.2.2 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.

11.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party

11.3.1 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.

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

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

11.3.4 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 of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. The purchasing Party shall have

the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.

- 11.3.5 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.
- 11.3.6 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 thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 11.3.7 Each Party shall promptly 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; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.
- 11.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party
- 11.4.1 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.
- 11.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective Service is billed.
- 11.4.3 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. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

- 11.4.4 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 of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.
- 11.4.5 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.
- 11.4.6 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 thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 11.4.7 Each Party shall promptly 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; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.
- 11.5 Additional Tax and Fee Provisions
- 11.5.1 Mutual Cooperation. In any contest of a tax or fee by one (1) 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.
- 11.5.2 Notwithstanding any provision of this Agreement to the contrary, any administrative, judicial, or other proceeding concerning the application or amount of a tax or fee shall be maintained in accordance with the provisions of this Section and any applicable federal, state or local law governing the resolution of such disputed tax or fee; and under no circumstances shall either Party have the right to bring a dispute related to the application or amount of a tax or fee before a regulatory authority.

12. Force Majeure

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

13. Modification of Agreement

13.1 Subject to the provisions of Section 19 below, if CUSTOMER changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of CUSTOMER to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change, and notify the appropriate state commission of such modification of company structure in accordance with the state rules governing such modification in company structure, if applicable. Additionally, CUSTOMER shall provide BellSouth with any necessary supporting documentation.

13.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

14. Non-waiver of Legal Rights

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

15. Indivisibility

The Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

16. Severability

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to as closely reflect the original intent of the Parties as possible, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision.

17. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

18. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

19. Assignments and Transfers

19.1 CUSTOMER shall not assign to any entity any right, obligation or duty, or any other interest hereunder, in whole or in part, without the prior written consent of BellSouth. No transfer or assignment of this Agreement or of any right, obligation or duty, or any other interest hereunder to any entity by contract, merger, operation of law or otherwise, shall be effective without the prior written consent of BellSouth and any such assignment or transfer shall be null and void. BellSouth may withhold its consent in its sole discretion. The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that CUSTOMER is providing service. After BellSouth's

consent, the Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. Any such assignment shall be subject to applicable charges negotiated between the Parties. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, CUSTOMER shall not assign this Agreement to any Affiliate or non affiliated entity unless either (1) CUSTOMER pays all bills, past due and current, under this Agreement, or (2) CUSTOMER's assignee expressly assumes liability for payment of such bills.

19.2 In the event that CUSTOMER desires to transfer any Services hereunder to another provider of Telecommunications Service, or CUSTOMER desires to assume hereunder any services provisioned by BellSouth to another provider of Telecommunications Service, the Parties shall negotiate the applicable rates, terms and conditions for such a transfer and CUSTOMER shall follow BellSouth's established process for completing such a transfer.

19.3 Change in Control

19.3.1 In the event that CUSTOMER enters into an agreement which, when consummated, would cause CUSTOMER to become subject to a Change of Control at any point during the term of this Agreement, CUSTOMER shall notify BellSouth, and BellSouth's consent to such Change in Control, which shall not be unreasonably withheld shall be required. To the extent CUSTOMER consummates any such Change in Control prior to BellSouth's consent, BellSouth, in its sole discretion, may terminate this Agreement upon 30 days prior written notice to CUSTOMER.

19.3.2 The following definitions apply for purposes of this Section 19.3:

19.3.2.1 "Change of Control" means a change in Control of CUSTOMER (or its Controlling Affiliate or Controlling Affiliates) where such Control is acquired by any third party.

19.3.2.2 "Control" or "Controlling" or "Controlled by" shall, depending upon the context in which it is used, refer respectively to (a) a person that holds fifty percent (50%) or more of the voting power of another person, or (b) a person, fifty percent (50%) or more of whose voting power is held by another person. In addition, Control of a person includes the power, direct or indirect, to elect a majority of its board of directors or similar governing body or to direct or cause the direction of the management and policies of such person, whether by contract or otherwise.

19.3.2.3 "Affiliate" means another person that directly or indirectly Controls, is Controlled by, or is under common Control with, CUSTOMER.

20. Notices

20.1 With the exception of billing notices, governed by Attachment 3, every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 10th floor
Birmingham, AL 35203

and

Business Markets Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375



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

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

20.3 Notwithstanding the foregoing, BellSouth shall post to the BellSouth Web site changes to business processes and policies and shall post to the BellSouth Web site

or submit through applicable electronic systems, other business related notices not requiring an amendment to this Agreement.

21. Rule of Construction

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

22. 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.

23. Multiple Counterparts

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

24. Good Faith Performance

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

25. Survival

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

26. Entire Agreement

26.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 26.2 below, and all incorporated documents, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties as they relate to the Services provided under this Agreement and merges all prior discussions between them. Any orders placed under a prior commercial agreement between the Parties for the same like services subsequently provided pursuant to this Agreement shall be governed by the terms of this Agreement and CUSTOMER acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior commercial agreements between the Parties, related to the subject matter hereof, shall, as of the Effective Date, be due and owing under this Agreement and be

governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement; provided, however, that the rates of such prior commercial agreement shall apply to such services until the effective date hereof. 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.

26.2 This Agreement includes Attachments and Exhibits, incorporated herein by reference with provisions for the following:

Services
Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
Billing

26.3 Any reference throughout this Agreement to a tariff, industry guideline, BellSouth's technical guideline or reference, BellSouth business rule, guide or other such document containing processes or specifications applicable to the Services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these Services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference and may be found at BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the Services were provisioned; provided, however, that in any state where certain BellSouth services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which BellSouth provides such services as a result of detariffing or deregulation.

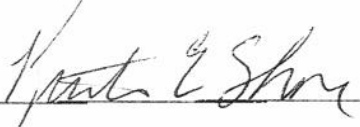
27. Service Levels

Notwithstanding any provision of any document referenced herein, BellSouth shall not be subject to any intervals, performance measurements or penalty payments associated with the performance of this Agreement.

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

BellSouth Telecommunications, Inc.

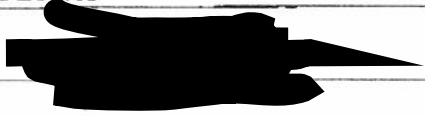
By:



Name: Kristen E. Shore

Title: Director

Date:



By:



Name:



Title:



Date:



Attachment 1

Services

TABLE OF CONTENTS

1. Introduction.....3

2. Wholesale Operator Call Processing Services.....3

3. Wholesale Directory Assistance Service.....4

4. Branding for Wholesale OCP and DA.....5

5. Call Related Databases.....6

RATES..... EXHIBIT A

Services

1. Introduction

- 1.1 Upon request of CUSTOMER, BellSouth shall provide the Services and Services as set forth in this Attachment, at the rates set forth in Exhibit A, and pursuant to the terms and conditions of this Agreement. The terms and conditions set forth in this Attachment apply only when the Services are purchased pursuant to this Agreement. These Services are provided to CUSTOMER solely for the purpose of providing Telecommunications Services to CUSTOMER's End Users and CUSTOMER agrees not to use such Services for any other purpose.
- 1.2 The network components provided as part of the Services offered hereunder may be subject to modification, retirement, upgrades or other changes. BellSouth shall provide notice of such changes in accordance with the applicable provisions of the FCC's network disclosure requirements and any other applicable laws or regulations. In the event a network component is retired, such network component is no longer available.

2. Wholesale Operator Call Processing Services

- 2.1 The following terms and conditions relate to BellSouth's provision of operator services and directory assistance in association with the services provided pursuant to this Agreement. These terms and conditions represent BellSouth's standard offering for such services. To the extent CUSTOMER is interested in negotiating volume and term arrangements that provide for different rates, terms, and conditions for the various products provided herein or as set forth on BellSouth's Interconnection website, CUSTOMER should provide such request in writing to BellSouth. Such negotiated terms and conditions may be amended in to this Agreement or provided for in a separate operator services and directory assistance agreement. BellSouth's Wholesale Operator Call Processing (OCP) provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling card calls); (2) operator or automated assistance for billing after the End User has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, and Operator-assisted Directory Assistance.
- 2.2 Upon request for OCP, BellSouth shall:
- 2.2.1 Process 0+ and 0- dialed local calls;
- 2.2.2 Process 0+ and 0- intraLATA toll calls;

- 2.2.3 Process calls that are billed to CUSTOMER End User's calling card that can be validated by BellSouth;
- 2.2.4 Process person-to-person calls;
- 2.2.5 Process collect calls;
- 2.2.6 Provide the capability for callers to bill to a third party and shall also process such calls;
- 2.2.7 Process station-to-station calls;
- 2.2.8 Process Busy Line Verify and ELI requests. Rates are set forth under Inward Operator Services in Exhibit A;
- 2.2.9 Process emergency call trace originated by a PSAP;
- 2.2.10 Process operator assisted directory assistance calls;
- 2.2.11 Adhere to equal access requirements, providing CUSTOMER local End Users the same IXC access as provided to BellSouth End Users;
- 2.2.12 Exercise at least the same level of fraud control in providing operator service to CUSTOMER that BellSouth provides for its own operator service;
- 2.2.13 Perform Billed Number Screening when handling collect, person-to-person, and billed-to-third-party calls;
- 2.2.14 Direct customer account and other similar inquiries to the customer service center designated by CUSTOMER; and
- 2.2.15 Provide call detail records to CUSTOMER via the ODUF described in this Attachment.
- 2.3 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 2.4 BellSouth will provide access to OCP Service at the rates set forth in Exhibit A.
- 3. Wholesale Directory Assistance Service**
- 3.1 BellSouth's Wholesale Directory Assistance (DA) Service provides local and non-local End User telephone number listings with the option to complete the call at the caller's direction separate and distinct from Wholesale Switch Ports Services or Wholesale Local Platform Services.

- 3.2 BellSouth will provide access to DA Service at the rates set forth in Exhibit A.
- 3.3 DA Service shall provide up to two (2) listing requests per call. If available and if requested by CUSTOMER's End User, BellSouth shall provide caller-optional DA call completion service to one (1) of the provided listings.
- 3.4 DA Service Updates. BellSouth shall update End User listings changes daily. These changes include:
- 3.4.1 New End User connections;
- 3.4.2 End User disconnections; and
- 3.4.3 End User address changes.
- 3.5 These updates shall also be provided for non listed and non published numbers for use in emergencies.

4. Branding for Wholesale OCP and DA

- 4.1 BellSouth's branding feature provides a definable announcement to CUSTOMER End Users using DA/OCP prior to placing such End Users in queue or connecting them to an available operator or automated operator system. This feature allows CUSTOMER to have its calls custom branded with CUSTOMER's name on whose behalf BellSouth is providing DA and/or OCP.
- 4.2 BellSouth offers three (3) branding options to CUSTOMER when ordering BellSouth's DA and OCP: BellSouth Branding, Unbranding and Custom Branding.
- 4.3 Upon receipt of the custom branding order from CUSTOMER, the order is considered firm after ten (10) business days. Should CUSTOMER decide to cancel the order, CUSTOMER must provide written notification to CUSTOMER's Local Contract Manager. If CUSTOMER decides to cancel after ten (10) business days from receipt of the custom branding order, CUSTOMER shall pay all charges per the order. For branding and unbranding via Originating Line Number Screening (OLNS), CUSTOMER must contact its account team to initiate the order via the OLNS Branding Order form.
- 4.4 Branding via OLNS. Where CUSTOMER is purchasing Wholesale Switch Port Services or Wholesale Local Platform Services hereunder, BellSouth Branding, Unbranding and Custom Branding are also available for DA, OCP or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, CUSTOMER shall not be required to purchase dedicated trunking.
- 4.4.1 BellSouth Branding is the default branding offering.

4.4.2 For BellSouth to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, CUSTOMER must have its Operating Company Number (OCN(s)) and telephone numbers reside in BellSouth's LIDB. To implement Unbranding and Custom Branding via OLNS software, CUSTOMER must submit a manual order form which requires, among other things, CUSTOMER's OCN and a forecast, pursuant to the appropriate BellSouth form provided, for the traffic volume anticipated for each BellSouth Traffic Operator Position System (TOPS) during the peak busy hour. CUSTOMER shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon CUSTOMER's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all CUSTOMER End Users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

5. Call Related Databases

5.1 Call related databases provided under this Agreement shall only be provided with wholesale local circuit switching pursuant to the terms and conditions herein and at the rates set forth in Exhibit A. Database services that are not available pursuant to this Agreement may be available at the rates, terms and conditions set forth in BellSouth's tariffs.

5.2 BellSouth's Line Information Database (LIDB) Storage

5.2.1 The LIDB stores current information on working telephone numbers and billing account numbers.

5.2.2 Where CUSTOMER purchases Wholesale Switch Port Services or Wholesale Local Platform Services, BellSouth shall utilize BellSouth's service order generated from CUSTOMER's LSR to populate LIDB with CUSTOMER's End User information. BellSouth provides access to information in its LIDB, including CUSTOMER's End User information, to BellSouth's LIDB customers via queries to LIDB.

5.2.2.1 When necessary for fraud control measures, BellSouth may perform additions, updates and deletions of CUSTOMER data to the LIDB (e.g., calling card deactivation).

5.2.2.2 BellSouth shall provide priority updates to LIDB for CUSTOMER data upon CUSTOMER's request (e.g., to support fraud detection), via password protected telephone card, facsimile, or electronic mail.

5.2.2.3 BellSouth shall perform periodic backup and recovery of all of CUSTOMER's data in LIDB.

5.2.3 Responsibilities of the Parties

5.2.3.1 BellSouth will administer the data provided by CUSTOMER pursuant to this Agreement in the same manner as BellSouth administers its own data.

5.2.3.2 CUSTOMER is responsible for the completeness and accuracy of the data being provided to BellSouth.

5.2.4 Other LIDB services, such as transport services or LIDB query services, are available pursuant to BellSouth's Tariffs. CUSTOMER shall pay the rates set forth in Exhibit A, on a per query basis, for each query to the BellSouth LIDB database made on behalf of a CUSTOMER End User.

5.2.5 Fees for Service

5.2.5.1 CUSTOMER will not be charged a fee for LIDB storage Services provided by BellSouth to CUSTOMER pursuant to this Agreement.

5.2.6 Billing and Collection Customers

5.2.6.1 BellSouth currently has in effect billing and collection (B&C) agreements with various IXCs and billing clearinghouses (B&C Customers) that query BellSouth's LIDB to determine whether to accept various billing options from BellSouth's End Users.

5.2.6.2 BellSouth will identify CUSTOMER's End User originated long distance charges and upon receipt of charges applicable to CUSTOMER's End Users, BellSouth will reject those charges as not covered by the existing B&C agreement with the B&C Customers.

SERVICES - Alabama										Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
SERVICE DATE ADVANCEMENT (A.K.A. - EXPEDITE) CHARGE															
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG,NTCUD,NTCD1	SDASP		200.00								
ORDER MODIFICATION CHARGE															
	Order Modification Charge (OMC)						35.13	0.00	0.00	0.00					
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00					
LOCAL SERVICE REQUEST (LSR) ORDERING CHARGE															
	Electronic Service Order Charge, Per Local Service Request (LSR)					SOME C	3.50	0.00	3.50	0.00					
	Manual Service Order Charge, Per Local Service Request (LSR)					SOMAN	15.66	0.00	1.97	0.00					
LINE INFORMATION DATA BASE ACCESS (LIDB)															
	LIDB Common Transport Per Query						0.0003								
	LIDB Validation Per Query			OQV	BHML1		0.035378								
	LIDB Originating Point Code Establishment or Change			OQV	NRBPX		91.00		42.08						
BRANDING - DIRECTORY ASSISTANCE															
Facility Based CLEC															
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		3,000.00	3,000.00							
	Loading of Custom Branded Announcement per Switch per OCN			AMT	CBADC		1,170.00	1,170.00							
Wholesale CLEC															
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00							
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00							
Unbranding via OLNS for Wholesale CLEC															
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00							
	Loading of DA per Switch per OCN						16.00	16.00							

SERVICES - Alabama										Att: 1 Exh: A												
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
DIRECTORY ASSISTANCE SERVICES																						
	DIRECTORY ASSISTANCE ACCESS SERVICE																					
	Directory Assistance Access Service Calls, Charge Per Call					0.295																
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																					
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10																
BRANDING - OPERATOR CALL PROCESSING																						
	Facility based CLEC																					
	Recording of Custom Branded OA Announcement			AMT	CBAOS	7,000.00		7,000.00														
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN			AMT	CBAOL	500.00		500.00														
	Wholesale CLEC																					
	Recording of Custom Branded OA Announcement					7,000.00		7,000.00														
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00		500.00														
	Unbranding via OLNS for Wholesale CLEC																					
	Loading of OA per OCN (Regional)					1,200.00		1,200.00														
INWARD OPERATOR SERVICES																						
	Inward Operator Services - Verification, Per Minute					1.15																
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15																
OPERATOR CALL PROCESSING																						
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20																
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24																
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20																
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20																

SERVICES - Florida										Att: 1 Exh: A																									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)																						
													Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN												
													First	Add'l	First	Add'l																			
SERVICE DATE ADVANCEMENT (A.K.A. - EXPEDITE) CHARGE																																			
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																																			
				UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTC1D	SDASP	200.00																													
ORDER MODIFICATION CHARGE																																			
													26.21	0.00	0.00	0.00																			
													150.00	0.00	0.00	0.00																			
LOCAL SERVICE REQUEST (LSR) ORDERING CHARGE																																			
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BRANDING - DIRECTORY ASSISTANCE																																			
Facility Based CLEC																																			
Wholesale CLEC																																			
Unbranding via OLNS for Wholesale CLEC																																			

SERVICES - Florida										Att: 1 Exh: A												
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
DIRECTORY ASSISTANCE SERVICES																						
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BRANDING - OPERATOR CALL PROCESSING																						
	Facility based CLEC																					
	Recording of Custom Branded OA Announcement			AMT	CBAOS	7,000.00		7,000.00														
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN			AMT	CBAOL	500.00		500.00														
	Wholesale CLEC																					
	Recording of Custom Branded OA Announcement					7,000.00		7,000.00														
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00		500.00														
	Unbranding via OLNS for Wholesale CLEC																					
	Loading of OA per OCN (Regional)					1,200.00		1,200.00														
INWARD OPERATOR SERVICES																						
	Inward Operator Services - Verification, Per Call					1.00																
	Inward Operator Services - Verification and Emergency Interrupt - Per Call					1.95																
OPERATOR CALL PROCESSING																						
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20																
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24																
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20																
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20																

SERVICES - Georgia										Att: 1 Exh: A												
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
SERVICE DATE ADVANCEMENT (A.K.A. - EXPEDITE) CHARGE																						
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																						
	Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTC1	SDASP	200.00																
ORDER MODIFICATION CHARGE																						
	Order Modification Charge (OMC)					26.21	0.00	0.00	0.00													
	Order Modification Additional Dispatch Charge (OMCAD)					150.00	0.00	0.00	0.00													
LOCAL SERVICE REQUEST (LSR) ORDERING CHARGE																						
	Electronic Service Order Charge, Per Local Service Request (LSR)					3.50	0.00	3.50	0.00													
	Manual Service Order Charge, Per Local Service Request (LSR)					11.71	0.00	6.13	0.00													
LINE INFORMATION DATA BASE ACCESS (LIDB)																						
	LIDB Common Transport Per Query					0.0003																
	LIDB Validation Per Query			OQV	BHML1	0.035378																
	LIDB Originating Point Code Establishment or Change			OQV	NRBPX	91.00	33.24	39.35	39.35													
BRANDING - DIRECTORY ASSISTANCE																						
Facility Based CLEC																						
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA	3,000.00	3,000.00															
	Loading of Custom Branded Announcement per Switch per OCN			AMT	CBADC	1,170.00	1,170.00															
Wholesale CLEC																						
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00															
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00															
Unbranding via OLNS for Wholesale CLEC																						
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00															
	Loading of DA per Switch per OCN					16.00	16.00															

SERVICES - Georgia										Att: 1 Exh: A												
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
DIRECTORY ASSISTANCE SERVICES																						
DIRECTORY ASSISTANCE ACCESS SERVICE																						
	Directory Assistance Access Service Calls, Charge Per Call					0.295																
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																						
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10																
BRANDING - OPERATOR CALL PROCESSING																						
Facility based CLEC																						
	Recording of Custom Branded OA Announcement			AMT	CBAOS	7,000.00		7,000.00														
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN			AMT	CBAOL	500.00		500.00														
Wholesale CLEC																						
	Recording of Custom Branded OA Announcement					7,000.00		7,000.00														
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00		500.00														
Unbranding via OLNS for Wholesale CLEC																						
	Loading of OA per OCN (Regional)					1,200.00		1,200.00														
INWARD OPERATOR SERVICES																						
	Inward Operator Svcs - Verification, Per Minute					1.15																
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15																
OPERATOR CALL PROCESSING																						
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20																
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24																
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20																
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20																

SERVICES - Kentucky										Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
SERVICE DATE ADVANCEMENT (A.K.A. - EXPEDITE) CHARGE															
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG,NTCUD,NTCD1	SDASP		200.00								
ORDER MODIFICATION CHARGE															
	Order Modification Charge (OMC)						33.37	0.00	0.00	0.00					
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00					
LOCAL SERVICE REQUEST (LSR) ORDERING CHARGE															
	Electronic Service Order Charge, Per Local Service Request (LSR)					SOME C	3.50	0.00	3.50	0.00					
	Manual Service Order Charge, Per Local Service Request (LSR)					SOMAN	7.86	0.00	0.99	0.00					
LINE INFORMATION DATA BASE ACCESS (LIDB)															
	LIDB Common Transport Per Query						0.0003								
	LIDB Validation Per Query			OQV	BHML1		0.035378								
	LIDB Originating Point Code Establishment or Change			OQV	NRBPX		91.00		67.59						
BRANDING - DIRECTORY ASSISTANCE															
Facility Based CLEC															
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		3,000.00	3,000.00							
	Loading of Custom Branded Announcement per Switch per OCN			AMT	CBADC		1,170.00	1,170.00							
Wholesale CLEC															
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00							
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00							
Unbranding via OLSN for Wholesale CLEC															
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00							

SERVICES - Kentucky										Att: 1 Exh: A																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)													
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
	Loading of DA per Switch per OCN																									
DIRECTORY ASSISTANCE SERVICES																										
DIRECTORY ASSISTANCE ACCESS SERVICE																										
	Directory Assistance Access Service Calls, Charge Per Call					0.295																				
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																										
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10																				
BRANDING - OPERATOR CALL PROCESSING																										
Facility based CLEC																										
	Recording of Custom Branded OA Announcement			AMT	CBAOS		7,000.00	7,000.00																		
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN			AMT	CBAOL		500.00	500.00																		
Wholesale CLEC																										
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00																		
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00																		
Unbranding via OLNS for Wholesale CLEC																										
	Loading of OA per OCN (Regional)						1,200.00	1,200.00																		
INWARD OPERATOR SERVICES																										
	Inward Operator Services - Verification, Per Call					1.00																				
	Inward Operator Services - Verification and Emergency Interrupt - Per Call					1.95																				
OPERATOR CALL PROCESSING																										
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20																				
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24																				
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20																				
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20																				

SERVICES - Louisiana										Att: 1 Exh: A																									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)																						
													Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN												
													First	Add'l	First	Add'l																			
SERVICE DATE ADVANCEMENT (A.K.A. - EXPEDITE) CHARGE																																			
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																																			
				UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCD1	SDASP								200.00																						
ORDER MODIFICATION CHARGE																																			
													26.21	0.00	0.00	0.00																			
													150.00	0.00	0.00	0.00																			
LOCAL SERVICE REQUEST (LSR) ORDERING CHARGE																																			
													3.50	0.00	3.50	0.00																			
													15.20	0.00	15.20	0.00																			
LINE INFORMATION DATA BASE ACCESS (LIDB)																																			
													0.0003																						
													0.035378																						
													91.00																						
BRANDING - DIRECTORY ASSISTANCE																																			
Facility Based CLEC																																			
													3,000.00	3,000.00																					
													1,170.00	1,170.00																					
Wholesale CLEC																																			
													3,000.00	3,000.00																					
													1,170.00	1,170.00																					
Unbranding via OLSN for Wholesale CLEC																																			
													420.00	420.00																					
													16.00	16.00																					

SERVICES - Louisiana										Att: 1 Exh: A														
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)											
													Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
													First	Add'l	First	Add'l								
DIRECTORY ASSISTANCE SERVICES																								
	DIRECTORY ASSISTANCE ACCESS SERVICE																							
	Directory Assistance Access Service Calls, Charge Per Call					0.295																		
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																							
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10																		
BRANDING - OPERATOR CALL PROCESSING																								
	Facility based CLEC																							
	Recording of Custom Branded OA Announcement			AMT	CBAOS	7,000.00	7,000.00																	
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN			AMT	CBAOL	500.00	500.00																	
	Wholesale CLEC																							
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00																	
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00																	
	Unbranding via OLNS for Wholesale CLEC																							
	Loading of OA per OCN (Regional)					1,200.00	1,200.00																	
INWARD OPERATOR SERVICES																								
	Inward Operator Services - Verification, Per Minute					1.15																		
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15																		
OPERATOR CALL PROCESSING																								
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20																		
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24																		
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20																		
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20																		

SERVICES - Mississippi										Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
SERVICE DATE ADVANCEMENT (A.K.A. - EXPEDITE) CHARGE															
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCD1	SDASP		200.00								
ORDER MODIFICATION CHARGE															
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00					
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00					
LOCAL SERVICE REQUEST (LSR) ORDERING CHARGE															
	Electronic Service Order Charge, Per Local Service Request (LSR)					SOME C	3.50	0.00	3.50	0.00					
	Manual Service Order Charge, Per Local Service Request (LSR)					SOMAN	15.75	0.00	1.97	0.00					
LINE INFORMATION DATA BASE ACCESS (LIDB)															
	LIDB Common Transport Per Query						0.0003								
	LIDB Validation Per Query			OQV	BHML1		0.035378								
	LIDB Originating Point Code Establishment or Change			OQV	NRBPX		91.00	34.52	42.33	42.33					
BRANDING - DIRECTORY ASSISTANCE															
Facility Based CLEC															
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		3,000.00	3,000.00							
	Loading of Custom Branded Announcement per Switch per OCN			AMT	CBADC		1,170.00	1,170.00							
Wholesale CLEC															
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00							
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00							
Unbranding via OLNS for Wholesale CLEC															
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00							
	Loading of DA per Switch per OCN						16.00	16.00							

SERVICES - Mississippi										Att: 1 Exh: A												
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOME	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
DIRECTORY ASSISTANCE SERVICES																						
DIRECTORY ASSISTANCE ACCESS SERVICE																						
	Directory Assistance Access Service Calls, Charge Per Call					0.295																
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																						
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10																
BRANDING - OPERATOR CALL PROCESSING																						
Facility based CLEC																						
	Recording of Custom Branded OA Announcement			AMT	CBAOS	7,000.00	7,000.00															
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN			AMT	CBAOL	500.00	500.00															
Wholesale CLEC																						
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00															
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00															
Unbranding via OLNS for Wholesale CLEC																						
	Loading of OA per OCN (Regional)					1,200.00	1,200.00															
INWARD OPERATOR SERVICES																						
	Inward Operator Services - Verification, Per Minute					1.15																
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15																
OPERATOR CALL PROCESSING																						
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20																
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24																
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20																
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20																

SERVICES - North Carolina											Att: 1 Exh: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)								
												Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN
							First	Add'l	First	Add'l										
SERVICE DATE ADVANCEMENT (A.K.A. - EXPEDITE) CHARGE																				
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																				
	Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG,NT CUD, NTCd1	SDASP	200.00														
ORDER MODIFICATION CHARGE																				
	Order Modification Charge (OMC)					26.21	0.00	0.00	0.00											
	Order Modification Additional Dispatch Charge (OMCAD)					0.00	0.00	0.00	0.00											
LOCAL SERVICE REQUEST (LSR) ORDERING CHARGE																				
	Electronic Service Order Charge, Per Local Service Request (LSR)				SOMEc	3.50	0.00	3.50	0.00											
	Manual Service Order Charge, Per Local Service Request (LSR)				SOMAN	15.20	0.00	15.20	0.00											
LINE INFORMATION DATA BASE ACCESS (LIDB)																				
	LIDB Common Transport Per Query					0.0003														
	LIDB Validation Per Query			OQV	BHML1	0.035378														
	LIDB Originating Point Code Establishment or Change			OQV	NRBPX	91.00														
BRANDING - DIRECTORY ASSISTANCE																				
Facility Based CLEC																				
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA	3,000.00	3,000.00													
	Loading of Custom Branded Announcement per Switch per OCN			AMT	CBADC	1,170.00	1,170.00													
Wholesale CLEC																				
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00													
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00													
Unbranding via OLNS for Wholesale CLEC																				
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00													
	Loading of DA per Switch per OCN					16.00	16.00													
DIRECTORY ASSISTANCE SERVICES																				
DIRECTORY ASSISTANCE ACCESS SERVICE																				
	Directory Assistance Access Service Calls, Charge Per Call					0.295														
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																				

SERVICES - North Carolina											Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect						OSS Rates(\$)	
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10										
BRANDING - OPERATOR CALL PROCESSING																
Facility based CLEC																
	Recording of Custom Branded OA Announcement			AMT	CBAOS		7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN			AMT	CBAOL		500.00	500.00								
Wholesale CLEC																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
Unbranding via OLNS for Wholesale CLEC																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								
INWARD OPERATOR SERVICES																
	Inward Operator Services - Verification, Per Minute					1.15										
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15										
OPERATOR CALL PROCESSING																
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20										
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24										
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20										
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20										

SERVICES - South Carolina										Att: 1 Exh: A																									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)																						
													Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN												
													First	Add'l	First	Add'l																			
SERVICE DATE ADVANCEMENT (A.K.A. - EXPEDITE) CHARGE																																			
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																																			
				UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTC1	SDASP	200.00																													
ORDER MODIFICATION CHARGE																																			
						Order Modification Charge (OMC)							26.21	0.00	0.00	0.00																			
						Order Modification Additional Dispatch Charge (OMCAD)							150.00	0.00	0.00	0.00																			
LOCAL SERVICE REQUEST (LSR) ORDERING CHARGE																																			
						Electronic Service Order Charge, Per Local Service Request (LSR)									SOME C	3.50	0.00	3.50	0.00																
						Manual Service Order Charge, Per Local Service Request (LSR)									SOMAN	15.69	0.00	1.97	0.00																
LINE INFORMATION DATA BASE ACCESS (LIDB)																																			
						LIDB Common Transport Per Query							0.0003																						
						LIDB Validation Per Query							0.035378																						
						LIDB Originating Point Code Establishment or Change							91.00			42.18																			
BRANDING - DIRECTORY ASSISTANCE																																			
Facility Based CLEC																																			
						Recording and Provisioning of DA Custom Branded Announcement									AMT	3,000.00	3,000.00																		
						Loading of Custom Branded Announcement per Switch per OCN									AMT	1,170.00	1,170.00																		
Wholesale CLEC																																			
						Recording of DA Custom Branded Announcement										3,000.00	3,000.00																		
						Loading of DA Custom Branded Announcement per Switch per OCN										1,170.00	1,170.00																		
Unbranding via OLNS for Wholesale CLEC																																			
						Loading of DA per OCN (1 OCN per Order)										420.00	420.00																		
						Loading of DA per Switch per OCN										16.00	16.00																		

SERVICES - South Carolina										Att: 1 Exh: A														
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l												
													Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
													First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
DIRECTORY ASSISTANCE SERVICES																								
	DIRECTORY ASSISTANCE ACCESS SERVICE																							
	Directory Assistance Access Service Calls, Charge Per Call					0.295																		
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																							
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10																		
BRANDING - OPERATOR CALL PROCESSING																								
	Facility based CLEC																							
	Recording of Custom Branded OA Announcement			AMT	CBAOS	7,000.00	7,000.00																	
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN			AMT	CBAOL	500.00	500.00																	
	Wholesale CLEC																							
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00																	
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00																	
	Unbranding via OLNS for Wholesale CLEC																							
	Loading of OA per OCN (Regional)					1,200.00	1,200.00																	
INWARD OPERATOR SERVICES																								
	Inward Operator Services - Verification, Per Minute					1.15																		
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15																		
OPERATOR CALL PROCESSING																								
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20																		
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24																		
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20																		
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20																		

SERVICES - Tennessee										Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First						
SERVICE DATE ADVANCEMENT (A.K.A. - EXPEDITE) CHARGE															
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTC1	SDASP										
ORDER MODIFICATION CHARGE															
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00					
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00					
LOCAL SERVICE REQUEST (LSR) ORDERING CHARGE															
	Electronic Service Order Charge, Per Local Service Request (LSR)					SOMECEC	3.50	0.00	3.50	0.00					
LINE INFORMATION DATA BASE ACCESS (LIDB)															
	LIDB Common Transport Per Query						0.0003								
	LIDB Validation Per Query			OQV	BHML1		0.035378								
	LIDB Originating Point Code Establishment or Change			OQV	NRBPX		91.00								
BRANDING - DIRECTORY ASSISTANCE															
Facility Based CLEC															
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		3,000.00	3,000.00	7.03	7.03		20.35	10.54	13.32	1.40
	Loading of Custom Branded Announcement per Switch per OCN			AMT	CBADC		1,170.00	1,170.00				20.35	10.54		
Wholesale CLEC															
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00	7.03	7.03		20.35	10.54	13.32	1.40
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00				20.35	10.54		
Unbranding via OLNS for Wholesale CLEC															
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00				20.35	10.54		
	Loading of DA per Switch per OCN						16.00	16.00				20.35	10.54		
DIRECTORY ASSISTANCE SERVICES															
DIRECTORY ASSISTANCE ACCESS SERVICE															

SERVICES - Tennessee											Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring First							Disconnect Add'l
	Directory Assistance Access Service Calls, Charge Per Call					0.295										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)															
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10										
	BRANDING - OPERATOR CALL PROCESSING															
	Facility based CLEC															
	Recording of Custom Branded OA Announcement			AMT	CBAOS	7,000.00	7,000.00	7.03	7.03			19.99	19.99	19.99	19.99	
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN			AMT	CBAOL	500.00	500.00					19.99	19.99			
	Wholesale CLEC															
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00					19.99	19.99	19.99	19.99	
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00					19.99	19.99			
	Unbranding via OLNS for Wholesale CLEC															
	Loading of OA per OCN (Regional)					1,200.00	1,200.00					19.99	19.99			
	INWARD OPERATOR SERVICES															
	Inward Operator Services - Verification, Per Minute					1.15										
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15										
	OPERATOR CALL PROCESSING															
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20										
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24										
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20										
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20										

Attachment 2

**Pre-Ordering, Ordering, Provisioning and
Maintenance and Repair**

TABLE OF CONTENTS

1. Guidelines 3

2. Pre-Ordering 3

3. Ordering 4

4. Provisioning 5

5. Maintenance and Repair..... 6

6. Miscellaneous..... 6

7. Rates 7

Guides, Business Rules and Specifications..... Exhibit A

PRE-ORDERING, ORDERING, PROVISIONING AND MAINTENANCE AND REPAIR

1. Guidelines

- 1.1 The guidelines for pre-ordering, ordering, provisioning and maintenance and repair are set forth in Exhibit A attached hereto.
- 1.2 BellSouth shall provide CUSTOMER pre-ordering, ordering, provisioning and maintenance and repair capabilities through manual and electronic interfaces as described in this Attachment (Interfaces). It is the sole responsibility of CUSTOMER to obtain the technical capability to access and utilize BellSouth's Interfaces as they may be modified from time to time. CUSTOMER's use of BellSouth's Interfaces shall be in accordance with the applicable guides, business rules and specifications set forth in Exhibit A.
- 1.3 Notwithstanding anything to the contrary in any guides, business rules or other specifications, listed or referenced in Exhibit A, CUSTOMER shall have no right to submit requests, vote on issues, or otherwise participate in BellSouth's Change Control Process with respect to the Services hereunder.
- 1.4 CUSTOMER agrees to comply with the provisions of the Operations Support Systems (OSS) Interconnection Volume Guidelines as set forth at BellSouth's Interconnection Web site.

2. Pre-Ordering

- 2.1 The Interfaces provide access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information and customer service record (CSR) information.
 - 2.1.1 Loop make-up information is not necessary for the Services offered pursuant to this Agreement and, although the function may be available as a pre-ordering function of the Interfaces, CUSTOMER is not authorized to receive loop make-up information pursuant to this Agreement. CUSTOMER shall not request loop make-up information for Services under this Agreement and shall indemnify BellSouth against any claims, loss, damage or other expenses arising as a result of CUSTOMER requesting loop make-up.
- 2.2 CUSTOMER shall provide to BellSouth access to the same type of CSR information that BellSouth makes available to CUSTOMER, including circuit numbers associated with each telephone number where applicable. CUSTOMER shall provide such information within four (4) hours after request via electronic

access where available. If electronic access is not available, CUSTOMER shall provide to BellSouth paper copies of CSR information, via email, to an address designated by BellSouth, unless otherwise agreed to by BellSouth including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the CSR information shall be provided the same day. If BellSouth requests the information after noon, the CSR information shall be provided by noon the following day.

- 2.3 CUSTOMER agrees not to view, copy, or otherwise obtain access to the CSR information of any End User without that End User's permission. CUSTOMER will obtain access to CSR information only in strict compliance with applicable laws, rules, or regulations of the state in which the Service is provided. BellSouth reserves the right to monitor CUSTOMER's access to CSR information. If BellSouth determines that CUSTOMER is accessing CSR information without having obtained the proper End User authorization, BellSouth upon reasonable notice to CUSTOMER may take corrective action, including but not limited to suspending or terminating CUSTOMER's access to BellSouth's Interfaces.

3. Ordering

- 3.1 CUSTOMER shall place orders for Services by submitting a complete and correct (Valid) LSR to BellSouth. BellSouth shall bill CUSTOMER an electronic service order charge as specified in Exhibit A of Attachment 1 for each LSR submitted by means of an electronic interface. BellSouth shall bill CUSTOMER a manual service order charge as specified in Exhibit A of Attachment 1 for each LSR submitted by means other than the electronic interfaces (e.g., mail, fax, courier, etc.). An individual LSR will be identified for billing purposes by its Purchase Order Number (PON).
- 3.2 CUSTOMER may submit an LSR to request that an End User's service be temporarily suspended or denied, or restored. Alternatively, CUSTOMER may submit a list of such End Users if CUSTOMER provides a separate PON for each location on the list. BellSouth will bill an electronic or manual service order charge for each location.
- 3.3 BellSouth will bill the electronic or manual service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.
- 3.4 Notwithstanding the foregoing, BellSouth will not bill an additional electronic or manual service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
- 3.5 Pending Orders and LSRs. To the extent that CUSTOMER submits an LSR with incomplete, incorrect or conflicting information, BellSouth will return the LSR to

CUSTOMER for clarification. CUSTOMER shall respond to the request for clarification within thirty (30) days by submitting a supplement LSR. If CUSTOMER does not submit a supplement LSR within thirty (30) days, BellSouth will cancel the original LSR and CUSTOMER shall be required to submit a new LSR, with a new PON.

4. Provisioning

- 4.1 BellSouth shall provision Services during its regular working hours. To the extent CUSTOMER requests provisioning of Service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or Project Manager to work outside of regular working hours, the overtime charges set forth in BellSouth's State Access (E) Tariff, Section 13.2, shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or Project Manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of CUSTOMER, BellSouth will not assess overtime charges. To the extent CUSTOMER requests project management for provisioning of Services under this Agreement, additional charges may apply and shall be negotiated by the Parties.
- 4.2 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by CUSTOMER (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill CUSTOMER for each additional dispatch required to provision the Service due to the incorrect/incomplete information provided. BellSouth will assess applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1.
- 4.3 Cancellation Charges. If CUSTOMER cancels an LSR subsequent to BellSouth's generation of a service order, any costs incurred by BellSouth in conjunction with provisioning of Services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on BellSouth's Interconnection Web site. In addition, BellSouth reserves the right to issue cancellation charges if CUSTOMER fails to respond within 9 business days to a Missed Appointment order notification.
- 4.4 Service Date Advancement Charges (Expedites). Service Date Advancement charges will apply where CUSTOMER, requests that Services be provisioned prior to the due date provided by BellSouth, and where BellSouth agrees to an expedited provisioning time frame. The charges are as outlined in Exhibit A of Attachment 1.
- 4.5 Order Modification Charges. If CUSTOMER modifies an order (Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by

CUSTOMER in accordance with applicable rates set forth in Exhibit A of Attachment 1.

5. Maintenance and Repair

5.1 BellSouth will make Interfaces available to CUSTOMER for the purpose of reporting and monitoring service troubles. CUSTOMER's use of BellSouth's maintenance and repair Interfaces shall be in accordance with the applicable guides, business rules and specifications for maintenance and repair as set forth in Exhibit A.

6. Miscellaneous

6.1 Single Point of Contact. CUSTOMER will be the single point of contact with BellSouth for ordering activity pursuant to this Agreement, except that BellSouth may accept a request directly from another CLEC, or from BellSouth, acting with authorization of the affected End User, to disconnect the Services provided hereunder in order to permit the End User to change service providers, as described in Section 6.3 below. CUSTOMER shall execute a blanket letter of authorization with respect to CUSTOMER's ordering activity so that prior proof of End User authorization will not be necessary with every LSR (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of End User authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines.

6.2 CUSTOMER shall not prevent or delay an End User from changing to another carrier because of unpaid bills, denied service, or contract terms.

6.3 Use of Facilities. Pursuant to a request from an End User of CUSTOMER, or from another LEC, including BellSouth, on behalf of such End User, BellSouth shall have the right to disconnect the Services being used by CUSTOMER to provide Service to that End User and reuse those facilities to enable such other LEC to provide service to that End User. In addition, BellSouth may disconnect and reuse facilities when the Service to the End User has been withheld or denied by CUSTOMER, or by BellSouth in accordance with the terms of this Agreement, and BellSouth has received a request from an End User or another LEC to establish new or additional service at, or to transfer service to, the same address served by that facility. BellSouth will notify CUSTOMER that such a request has been processed after the order disconnecting CUSTOMER's Service to that End User has been completed.

6.4 Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of Services.

6.5 Subscription Functions. In cases where BellSouth performs subscription functions for an IXC (i.e., where BellSouth changes the End User Preferred Interexchange Carrier (PIC) and/or End User LPIC via Customer Account Record Exchange (CARE)), BellSouth will provide the affected IXCs with the OCN of CUSTOMER for the purpose of obtaining End User billing account and other End User information required under subscription requirements.

7. Rates

Unless otherwise specified herein, charges for the use of BellSouth's Interfaces, and other charges applicable to preordering, ordering, provisioning and maintenance and repair, shall be as set forth in Exhibit A of Attachment 1. In the event CUSTOMER modifies the rates or rate structure for use of BellSouth's manual or electronic interfaces in any other agreement with BellSouth, then upon BellSouth's request, CUSTOMER shall amend this Agreement to reflect the same rates or rate structure. In the state of Tennessee, manual service order charges shall apply on a per element, nonrecurring basis as identified in Exhibit A of Attachment 1 in lieu of the per LSR manual service order charge.

Guides, Business Rules and Specifications

The applicable guides, business rules and specifications are set forth on the BellSouth Interconnection Web site and include, but are not limited to, the following:

BellSouth Local Ordering Handbook (LOH)
CLEC Billing Guide
CLEC Service Order Tracking System (CSOTS) User Guide
CLEC Trouble Analysis Facilitation Interface (TAFI) User Guide
CLEC Universal Service Order Code (USOC) Manual
Electronic Communications Trouble Administration (ECTA) Start-Up Guide
Electronic Data Interchange (EDI) Specifications Guide
Local Exchange Navigation System (LENS) User Guide
Operational Understanding
OSS Interconnection Volume Guidelines
Telecommunications Access Gateway (TAG) User Guide

Attachment 3

Billing

TABLE OF CONTENTS

1 Payment and Billing Arrangements..... 3

2. Billing Disputes 10

BILLING

1 Payment and Billing Arrangements

- 1.1 The terms and conditions set forth in this Attachment shall apply to all Services ordered and provisioned pursuant to this Agreement.
- 1.2 Billing. BellSouth will use its best efforts to format bills in CABS Billing Output Specification (CBOS) standard format. BellSouth's billing format may change in accordance with applicable industry standards; provided, however, that BellSouth may, in some instances, not apply CBOS standard format for certain types of billing for certain products and services. Billing in a format other than CBOS shall not, by itself, be the basis of any CUSTOMER dispute or withholding of payment. Sufficient information and detail will be furnished by BellSouth to enable the customer to ascertain the nature of the billed charges.
- 1.2.1 Subject to Section 4 of General Terms and Conditions BellSouth will render bills each month on established bill days for each of CUSTOMER's accounts. If CUSTOMER requests multiple billing media or additional copies of the bills, BellSouth will provide these at the rates set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.6.3.
- 1.2.2 BellSouth will bill CUSTOMER in advance for all Services to be provided during the ensuing billing period except charges associated with Service usage and nonrecurring charges, which will be billed in arrears.
- 1.2.3 BellSouth will not perform billing and collection services for CUSTOMER as a result of the execution of this Agreement.
- 1.3 Establishing Accounts. Unless BellSouth elects otherwise, BellSouth will bill for Services using wholesale billing accounts established by BellSouth pursuant to a separate agreement between the Parties. If BellSouth elects to establish a new account under this Agreement for billing Services, or if CUSTOMER does not have an appropriate wholesale billing account established under a separate agreement with BellSouth, such account shall be established under this Agreement as follows.
- 1.3.1 After submitting a credit profile and deposit, if required, and after receiving certification as a LEC from the appropriate Commission, CUSTOMER will provide the appropriate BellSouth Local Contract Manager responsible for new CLEC activation, the necessary documentation to enable BellSouth to establish accounts for the Services described in this Agreement. Such documentation shall include an application for the establishment of accounts, if applicable, proof of authority to provide Telecommunications Services, the appropriate OCN for each

state as assigned by the National Exchange Carriers Association (NECA), CIC, Access Customer Name and Abbreviation (ACNA), BellSouth's blanket form Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, CUSTOMER may not order Services under a new account established in accordance with this Section 1.3.1 until thirty (30) days after all information specified in this Section 1.3.1 is received from CUSTOMER.

- 1.3.2 ACNAs. CUSTOMER shall provide BellSouth with documentation from Telcordia identifying the ACNA assigned to it by Telcordia (as applicable) in the same legal name as reflected in the preamble to this Agreement. Such ACNA will be used by CUSTOMER to order services pursuant to this Agreement and will not be shared by CUSTOMER with another entity.
- 1.3.3 Company Identifiers. If CUSTOMER needs to change, add to, eliminate or convert its OCN(s), ACNAs, and other identifying codes (collectively "Company Identifiers") under which it operates when CUSTOMER has already been conducting business utilizing those Company Identifiers, CUSTOMER shall pay all charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. Such charges include, but are not limited to, all time required to make system updates to all of CUSTOMER's End User records and any other changes to BellSouth systems or CUSTOMER records, and will be handled in a separately negotiated agreement or as otherwise required by BellSouth.
- 1.3.4 Tax Exemption. It is the responsibility of CUSTOMER to provide BellSouth with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual CUSTOMER entity purchasing Services under this Agreement. Upon BellSouth's receipt of a properly completed tax exemption certificate, subsequent billings to CUSTOMER will not include those taxes or fees from which CUSTOMER is exempt. Prior to receipt of a properly completed exemption certificate, BellSouth shall bill, and CUSTOMER shall pay all applicable taxes and fees. In the event that CUSTOMER believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to BellSouth's receipt of a properly completed exemption certificate, BellSouth shall assign to CUSTOMER its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by BellSouth, BellSouth shall, after receiving a written request from CUSTOMER and at CUSTOMER's sole expense, pursue such refund claim on behalf of CUSTOMER, provided that CUSTOMER promptly reimburses BellSouth for any costs and expenses incurred by BellSouth in pursuing such refund claim, and provided further that BellSouth shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to CUSTOMER or to deduct any such outstanding costs

and expenses from any amounts owed by BellSouth to CUSTOMER if no refund is obtained. CUSTOMER shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the Services provided by CUSTOMER to its End Users.

- 1.4 Deposit Policy. Prior to the inauguration of Service or, thereafter, upon BellSouth's request, CUSTOMER shall complete the BellSouth Credit Profile (BellSouth form) and provide information to BellSouth regarding CUSTOMER's credit and financial condition. Based on BellSouth's analysis of the BellSouth Credit Profile and other relevant information regarding CUSTOMER's credit and financial condition, BellSouth reserves the right to require CUSTOMER to provide BellSouth with a suitable form of security deposit for CUSTOMER's account(s). If, in BellSouth's sole discretion, circumstances so warrant and/or CUSTOMER's gross monthly billing has increased, BellSouth reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in CUSTOMER's "accounts receivables and proceeds".
- 1.4.1 Security deposit shall take the form of cash, an irrevocable letter of credit (BellSouth form), surety bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by CUSTOMER and accepted by BellSouth. Any such security deposit shall in no way release CUSTOMER from its obligation to make complete and timely payments of its bill(s). If BellSouth requires CUSTOMER to provide a security deposit, CUSTOMER shall provide such security deposit prior to the inauguration of Service or within fifteen (15) days of BellSouth's request, as applicable. Security deposit request notices will be sent to CUSTOMER via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall, accrue and be applied or refunded in accordance with the terms in BellSouth's GSST.
- 1.4.2 Security deposits collected under this Section 1.4 shall not exceed two (2) months' estimated billing for services pursuant to this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if CUSTOMER has received service from BellSouth during such period at a level comparable to that anticipated to occur over the next six (6) months. If either CUSTOMER or BellSouth has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, CUSTOMER and BellSouth shall agree on a level of estimated billings based on all relevant information.
- 1.4.3 In the event CUSTOMER fails to provide BellSouth with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to

CUSTOMER may be Suspended, Discontinued or Terminated in accordance with the terms of Section 1.6 below. Upon Termination of Services, BellSouth shall apply any security deposit to CUSTOMER's final bill for its account(s). If no bill is rendered to CUSTOMER, BellSouth shall, nevertheless, apply any security deposit to CUSTOMER's outstanding balance.

- 1.4.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by CUSTOMER as security under this Agreement, CUSTOMER shall renew such letter of credit or provide BellSouth with evidence that CUSTOMER has obtained a suitable replacement for the letter of credit. If CUSTOMER fails to comply with the foregoing, BellSouth shall thereafter be authorized, in its sole discretion, to draw down the full amount of such letter of credit and utilize the cash proceeds as security for CUSTOMER account(s). If CUSTOMER provides a security deposit or additional security deposit in the form of a surety bond as required herein, CUSTOMER shall renew the surety bond or provide BellSouth with evidence that CUSTOMER has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If CUSTOMER fails to comply with the foregoing, BellSouth shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for CUSTOMER's account(s). If the credit rating of any bonding company that has provided CUSTOMER with a surety bond provided as security hereunder has fallen below B, BellSouth will provide written notice to CUSTOMER that CUSTOMER must provide a replacement bond or other suitable security within fifteen (15) days of BellSouth's written notice. If CUSTOMER fails to comply with the foregoing, BellSouth shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for CUSTOMER's account(s). Notwithstanding anything contained in this Agreement to the contrary, BellSouth shall be authorized, in its sole discretion, to draw down the full amount of any letter of credit or take action on any surety bond provided by CUSTOMER as security hereunder if CUSTOMER defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein and apply the cash proceeds to any outstanding balance on CUSTOMER's accounts and utilize any remaining cash proceeds as security for CUSTOMER's account(s).

- 1.5 Payment Responsibility. Payment of all charges will be the responsibility of CUSTOMER. CUSTOMER shall pay invoices utilizing wire transfer services or automatic clearing house services. CUSTOMER shall make payment to BellSouth for all services billed including disputed amounts. BellSouth will not become involved in billing disputes that may arise between CUSTOMER and CUSTOMER's End User.

- 1.5.1 Payment Due. Payment for Services provided by BellSouth, including disputed charges, is due on or before the next bill date. Information required to apply

payments must accompany the payment. The information must notify BellSouth of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by BellSouth. If the Remittance Information is not received with payment, BellSouth will be unable to apply amounts paid to CUSTOMER's accounts. In such event, BellSouth shall hold such funds until the Remittance Information is received. If BellSouth does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.

- 1.5.1.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.5.1.2, below, shall apply.
- 1.5.1.2 Late Payment. If any portion of the payment is not received by BellSouth on or before 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 and/or interest charge shall be due to BellSouth. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in Section A2 of BellSouth's GSST, Section B2 of the Private Line Service Tariff or Section E2 of the BellSouth intrastate Access Services Tariff or pursuant to the applicable state law as determined by BellSouth. In addition to any applicable late payment and/or interest charges, CUSTOMER may be charged a fee for all returned checks at the rate set forth in Section A2 of BellSouth's GSST or pursuant to the applicable state law.
- 1.6 Discontinuing Service to CUSTOMER. The procedures for discontinuing Service to CUSTOMER are as follows:
- 1.6.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:
- 1.6.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new Service or changes to existing Services may not be accepted.
- 1.6.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of Service to the billed Party's End Users or customers. Additionally, at the time of Discontinuance, BellSouth will remove any Local Service Freezes in place on the billed Party's End Users.

- 1.6.1.3 Terminate/Termination is the disconnection of Service by the billing Party to the billed Party.
- 1.6.1.4 BellSouth reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by CUSTOMER of the rules and regulations of BellSouth's tariffs.
- 1.6.2 Suspension. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, BellSouth will provide written notice to CUSTOMER that Services will be Suspended if payment of such amounts, and all other amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.5.1 above or in the case of a security deposit request, in the manner set forth in Section 1.4.1 above: (1) within seven (7) days following such notice for CABS billed Services; (2) within fifteen (15) days following such notice for CRIS and IBS billed Services; and (3) within seven (7) days following such notice for security deposit requests.
- 1.6.2.1 The Suspension notice shall also provide that all past due charges for CRIS and IBS billed Services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CRIS and IBS billed Services.
- 1.6.2.2 For CABS billed services, BellSouth will provide a Discontinuance notice that is separate from the Suspension notice, that all past due charges for CABS billed Services, and all other amounts that become past due for such Services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CABS billed Services. This Discontinuance notice may be provided at the same time that BellSouth provides the Suspension notice.
- 1.6.2.3 Discontinuance. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, BellSouth will provide written notice that BellSouth may Discontinue the provision of existing Services to CUSTOMER if payment of such amounts and all other amounts that become past due before Discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.5.1 above or in the case of a security deposit in accordance with Section 1.4.1 within thirty (30) days following such written notice; provided, however, that BellSouth may provide written notice that such existing Services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5 above.
- 1.6.3 BellSouth may take the action to Discontinue the provision of existing Service upon fifteen (15) days from the day after BellSouth provides written notice of such

Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) CUSTOMER has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:

(1) BellSouth has sent the subject bill(s) to CUSTOMER within (7) business days of the bill date(s), verifiable by records maintained by BellSouth:

- i. in paper or CDROM form via the United States Postal Service (USPS),
or
- ii. in magnetic tape form via overnight delivery, or
- iii. via electronic transmission; or

(2) BellSouth has sent the subject bill(s) to CUSTOMER, using one of the media described in (1) above, more than thirty (30) days before notice to discontinue service has been rendered.

1.6.4 In the case of Discontinuance of Services, all billed charges, as well as applicable disconnect, interest and late payment charges, shall become due.

1.6.5 CUSTOMER is solely responsible for notifying the End User of the Discontinuance of service. If, within seven (7) days after CUSTOMER's Services have been Discontinued, CUSTOMER pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of BellSouth's GSST, then BellSouth will reestablish Service for CUSTOMER.

1.6.6 Termination. If within seven (7) days after CUSTOMER's Service has been Discontinued and CUSTOMER has failed to pay all past due charges as described above, then CUSTOMER's Service will be Terminated.

1.7 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, disconnection of services for nonpayment of charges, and rejection of additional orders from CUSTOMER, shall be forwarded to the individual and/or address provided by CUSTOMER in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by CUSTOMER as the contact for billing. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from CUSTOMER to BellSouth's billing organization, the notice of discontinuance of services purchased by CUSTOMER under this Agreement provided for in Section 1.6.2 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of General Terms and Conditions.

2. Billing Disputes

- 2.1 CUSTOMER shall electronically submit all billing disputes to BellSouth using the form specified by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. Within five (5) business days of BellSouth's denial, or partial denial, of the billing dispute, if CUSTOMER is not satisfied with BellSouth's resolution of the billing dispute or if no response to the billing dispute has been received by CUSTOMER by such sixtieth (60th) day, CUSTOMER must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on the BellSouth Interconnection Web site, or the billing dispute shall be considered denied and closed. If, after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute, shall pursue dispute resolution in accordance with General Terms and Conditions.
- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 of a specific amount of money actually billed by BellSouth within twelve (12) months of the submission of such dispute. CUSTOMER agrees to not submit billing disputes for amounts billed more than twelve (12) months prior to submission of a billing dispute filed for amounts billed. The billing dispute must be clearly explained by CUSTOMER and supported by written documentation, which clearly shows the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows the basis for disputing charges shall be within BellSouth's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by BellSouth. Claims by CUSTOMER for damages of any kind will not be considered a billing dispute for purposes of this Section. If BellSouth resolves the billing dispute, in whole or in part, in favor of CUSTOMER, any credits and interest due to CUSTOMER as a result thereof shall be applied to CUSTOMER's account by BellSouth upon resolution of the billing dispute.