

T-MBR Services Agreement

Contract ID 090047d480207ab6
(CLEC Name Redacted)

Public Inspection Copy # 178

BELLSOUTH® / CLEC Agreement

Customer Name: [REDACTED]

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By and Between
BellSouth Telecommunications, Inc.

And



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AGREEMENT

GENERAL TERMS AND CONDITIONS

THIS (SERVICES) AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and [REDACTED] (CUSTOMER), [REDACTED] on behalf of itself and its certificated operating affiliates identified in Part A attached hereto 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");

WHEREAS, The Parties acknowledge that they are entering into this Agreement and accepting the terms and conditions based upon the initial term and particular circumstances surrounding the negotiation of this Agreement and that neither party is waiving any rights it may have in the negotiation of any terms or conditions of any subsequent or other agreement.

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 10 percent.

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 also be effective thirty (30) days after the date of the last signature executing the amendment, unless otherwise agreed in writing by the Parties.

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 17 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 BellSouth has been provided with verification that the necessary certification for all states covered by this Agreement has been obtained by CUSTOMER'S certificated operating affiliates. Should any such certification in any state be rescinded or

otherwise terminated, BellSouth may, at its election, terminate this Agreement immediately as to such state and all monies owed on all outstanding invoices relative to such state 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 thereafter for a period of six (6) months (“Initial Term”), except as otherwise provided herein. After the Initial Term, this Agreement shall renew automatically in consecutive six (6) month increments (“Renewal Terms”) unless either Party notifies the other in writing no more than sixty (60) days and no less than thirty (30) days before the expiration date of the then current Term that it intends not to renew. 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 failure to cure any breach after written notice and an opportunity to cure as provided in section 3.2.

- 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, or if such breach or default is not capable of being cured within such ten (10) day period, then if the cure has not been commenced within such ten (10) days diligently prosecuted to completion within thirty (30) 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 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.

3.4 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, but in no event shall any back billing exceed the period of twenty-four (24) months. 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.

4.2 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.

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 Services to CUSTOMER, 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 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 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.

6.2 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.

6.2.1 Limitations in Tariffs. 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.

6.2.2 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.

6.2.3 Except to the extent of gross negligence or willful misconduct resulting in violations of intellectual property rights, under no circumstance 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. To the extent of gross negligence or willful misconduct resulting in violations of intellectual property rights, such damages, if they are awarded, shall be limited to one million dollars (\$1,000,000). 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.

6.2.4 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.

6.3 Indemnification for Certain Claims. 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 the End User of CUSTOMER arising from such End User's use or reliance on BellSouth's Services, actions, duties, or obligations arising out of this Agreement.

6.4 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 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 preceding.

7.3.2 Claim of Infringement. In the event that a third-party claim of infringement is made concerning any facilities or equipment (including software), covered under this Agreement and CUSTOMER'S rights under this Agreement are restricted as a result of such claim of infringement or final adjudication arising in connection therewith, then BellSouth shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:

- A. Modify or replace the applicable facilities or equipment (including software) while maintaining form and functions, or
- B. Obtain a license sufficient to allow such use to continue.
- C. In the event Section A or B are commercially unreasonable, then BellSouth may, terminate, upon reasonable notice, this contract 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 conspicuously 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 fifteen (15) days thereafter, and shall be conspicuously 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 and agents of Recipient 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. Recipient will not make any copies of the Information inspected by it.

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

10. Taxes

- 10.1 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 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 therefore, excluding any taxes levied on either party's corporate existence, status, or income, corporate property taxes or payroll taxes.

- 10.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party. 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.
- 10.2.1 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.
- 10.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party. 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.
- 10.3.1 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. If the failure to bill any Tax as required herein is the result of the providing party's good faith belief that the Service is not subject to tax, 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. However, if the failure to bill any Tax as required herein is the result of the providing party's oversight or negligence then, as between the providing Party and purchasing Party: (i) the purchasing Party will remain liable for such uncollected Tax for one hundred and eighty (180) days after the date on the applicable invoice; and (ii) the providing Party will be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority.
- 10.3.2 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, 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.
- 10.3.3 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.
- 10.3.4 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.

- 10.3.5 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 at the direction of the purchasing Party by the providing Party in connection with any claim for or contest of any such tax or fee except to the extent any interest, penalties, or other charges or expenses are due to the negligence or willful misconduct of the providing Party.
- 10.3.6 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 10.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party. 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.
- 10.4.1 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. If the failure to bill any Tax as required herein is the result of the providing party's good faith belief that the Service is not subject to tax, 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. However, if the failure to bill any Tax as required herein is the result of the providing party's oversight or negligence, then, as between the providing Party and purchasing Party: (i) the purchasing Party will remain liable for such uncollected Tax for one hundred and eighty (180) days after the date on the applicable invoice; and (ii) the providing Party will be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority.
- 10.4.2 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.

- 10.4.3 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.
- 10.4.4 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.
- 10.4.5 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 at the direction of the purchasing Party by the providing Party in connection with any claim for or contest of any such tax or fee except to the extent any interest, penalties, or other charges or expenses are due to the negligence or willful misconduct of the providing Party..
- 10.4.6 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 10.4.7 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

11. 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.

12. Modification of Agreement

- 12.1 Subject to the provisions of Section 18, 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.
- 12.2 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.

13. Non-waiver of Legal Rights

- 13.1 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.

14. 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.

15. 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.

16. 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.

17. Governing Law

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

18. Assignments and Transfers

18.1 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 and reasonable 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.

18.2 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. Notices

19.1 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 certified US mail postage prepaid, and email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

[REDACTED]

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

- 19.2 Unless otherwise provided in this Agreement, notice sent by U. S. mail without a return receipt requested shall be presumed to have been delivered on the fifth day, or if the fifth day is a holiday, Sunday, or other day on which the U. S. Postal Office does not officially deliver mail, then on the next business day after the fifth day, after it was deposited in the mail.
- 19.3 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.
- 20. Rule of Construction**
- No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. Entire Agreement**
- 25.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 25.2 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. 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.

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

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

25.3 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, all as they are amended from time to time and all of which are incorporated herein by reference. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the Services were provisioned.

26. Service Levels

Notwithstanding any provision of any document referenced herein, BellSouth shall be subject to the intervals and performance measurements associated with the performance of this Agreement as specified in Attachment 3 to this Agreement.

27. Insurance

Each Party will maintain any insurance, self-insurance or bonds with coverages and in amounts as similar telecommunications companies and as to comply with federal and local laws.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

BellSouth Telecommunications, Inc.

By: *Kristen E. Rowe*

Name: Kristen E. Rowe

Title: Director

Date: [REDACTED]

[REDACTED]

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Attachment 1
Services

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3 WHOLESALE DIRECTORY ASSISTANCE SERVICE 4

Rates Exhibit A

4 OPTIONAL DAILY USAGE FILE

Services

1 Introduction

- 1.1 Upon request of CUSTOMER, BellSouth shall provide the Services set forth in this Attachment, at the rates set forth in Exhibit A of this Attachment, 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. The network components and associated services and functions that comprise Wholesale Switch Port Services and Wholesale Local Platform Services under this Agreement are available pursuant to this Agreement only in conjunction with CUSTOMER's purchase of Wholesale Switch Port Services and Wholesale Local Platform Services and are not available for individual purchase. 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 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 Emergency Line Interrupt requests. Rates are set forth under Inward Operator Services in Exhibit A of this Attachment.
- 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.
- 2.2.15 Provide call detail records to CUSTOMER via the Optional Daily Usage File 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 of this Attachment.

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 of this Attachment.

- 3.3 DA Service shall provide up to two listing requests per call. If available and if requested by CUSTOMER's End User, BellSouth shall provide caller-optional directory assistance completion service to one of the provided listings. In addition, BellSouth agrees to provide the ability to screen by ANI to disallow the offer of directory assistance call completion to CUSTOMER'S End Users which CUSTOMER has identified to BellSouth as not qualified to receive directory assistance call completion service.
- 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;
- 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.
- 3.6 Branding for Wholesale Operator Call Processing and Directory Assistance. 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.
- 3.6.1 BellSouth offers three branding options to CUSTOMER when ordering BellSouth's DA and OCP: BellSouth Branding, Unbranding and Custom Branding.
- 3.6.2 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. For Facility Based Carrier branding, orders are placed via an LSR.
- 3.6.3 Branding via Originating Line Number Screening (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.

3.6.3.1 BellSouth Branding is the default branding offering.

3.6.3.2 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 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.

3.6.4 Facilities Based Carrier Branding. The branding options set forth in Section 3.6.1 are also available for facilities based carriers; provided, however that such branding requires CUSTOMER to order dedicated trunking from its end office(s) point of interface to the BellSouth TOPS Switches. Such trunks shall be ordered pursuant to the ASR process. Rates for trunks are set forth in applicable BellSouth tariffs.

3.6.4.1 Unbranding is the default branding offering.

3.6.4.2 Rates for Facilities Based Carrier Branding are set forth in Exhibit A of this Attachment.

4. Optional Daily Usage File

4.1 Upon written request from CUSTOMER, BellSouth will provide the Optional Daily Usage File (ODUF) Services to CUSTOMER pursuant to the terms and conditions set forth in this section.

4.2 CUSTOMER shall furnish all relevant information required by BellSouth for the provision of the ODUF.

4.3 The ODUF feed provides CUSTOMER messages, associated with Wholesale Switch Port Services and Wholesale Local Platform Services that CUSTOMER has purchased from BellSouth that were carried over the BellSouth network and processed by BellSouth for CUSTOMER.

4.4 Charges for the ODUF Service will appear on CUSTOMER's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit A.

- 4.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 4.6 Messages that error in the billing system of CUSTOMER will be the responsibility of CUSTOMER. If, however, CUSTOMER should encounter significant volumes of errored messages that prevent processing by CUSTOMER within its systems, BellSouth will work with CUSTOMER to determine the source of the errors and the appropriate resolution.
- 4.7 ODUF Specifications
 - 4.7.1 ODUF Messages to be Transmitted
 - 4.7.1.1 The following messages recorded by BellSouth will be transmitted to CUSTOMER:
 - 4.7.1.2 Message recording for per use/per activation type services (examples: Three-Way Calling, Verify, Interrupt, Call Return, etc.)
 - 4.7.1.3 Measured local calls
 - 4.7.1.4 Directory Assistance messages
 - 4.7.1.5 IntraLATA Toll
 - 4.7.1.6 WATS and 800 Service
 - 4.7.1.7 N11
 - 4.7.1.8 Information Service Provider Messages
 - 4.7.1.9 Operator Services Messages
 - 4.7.1.10 Operator Services Message Attempted Calls
 - 4.7.1.11 Credit/Cancel Records
 - 4.7.1.12 Usage for Mail Message Service
 - 4.7.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) also appear on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

4.7.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to CUSTOMER.

4.7.4 In the event that CUSTOMER detects a duplicate on ODUF they receive from BellSouth, CUSTOMER will drop the duplicate message and will not return the duplicate to BellSouth.

4.7.5 ODUF Physical File Characteristics

4.7.5.1 ODUF will be distributed to CUSTOMER via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one (1) dataset per workday per OCN. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move the CUSTOMER to CONNECT:Direct file delivery.

4.7.5.2 If the CUSTOMER is moved to CONNECT:Direct, data circuits (private line or dial-up) will be required between BellSouth and CUSTOMER for the purpose of data transmission. Where a dedicated line is required, CUSTOMER will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CUSTOMER will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be CUSTOMER's responsibility. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to CUSTOMER. Additionally, all message toll charges associated with the use of the dial circuit by CUSTOMER will be the responsibility of CUSTOMER. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on CUSTOMER's end for the purpose of data transmission will be the responsibility of CUSTOMER.

4.7.5.3 If CUSTOMER utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of CUSTOMER.

4.7.6 ODUF Packing Specifications

4.7.6.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and

ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

- 4.7.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to CUSTOMER which BellSouth RAO is sending the message. BellSouth and CUSTOMER will use the invoice sequencing to control data exchange. CUSTOMER will notify BellSouth of sequence failures identified by CUSTOMER and BellSouth will resend the data as appropriate.
- 4.7.7 ODUF Pack Rejection. CUSTOMER will notify BellSouth within one (1) business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (e.g., out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. CUSTOMER will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to CUSTOMER by BellSouth.
- 4.7.8 ODUF Control Data. CUSTOMER will send one (1) confirmation record per pack that is received from BellSouth. This confirmation record will indicate CUSTOMER's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by CUSTOMER for reasons stated in the above section.
- 4.7.9 ODUF Testing. Upon request from CUSTOMER, BellSouth shall send ODUF test files to CUSTOMER. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that CUSTOMER set up a production (live) file. The live test may consist of CUSTOMER's employees making test calls for the types of services CUSTOMER requests on ODUF. These test calls are logged by CUSTOMER, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within thirty (30) days from the date on which the initial test file was sent.

SERVICES - Alabama										Attachment: 1 Exhibit: 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	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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						0.275									
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt						0.10									
NUMBER SERVICES INTERCEPT ACCESS SERVICE																
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										Attachment: 1 Exhibit: 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
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						0.275								
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 - Georgia										Attachment: 1 Exhibit: 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
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							
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DIRECTORY ASSISTANCE SERVICES															
DIRECTORY ASSISTANCE ACCESS SERVICE															
	Directory Assistance Access Service Calls, Charge Per Call						0.275								
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							
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	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														Attachment: 1 Exhibit: 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	
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										0.275						
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										Attachment: 1 Exhibit: 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
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									0.275					
	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										Attachment: 1 Exhibit: 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
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						0.275								
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										Attachment: 1 Exhibit: 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
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									0.275					
	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 - South Carolina										Attachment: 1 Exhibit: 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
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									0.275						
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														Attachment: 1 Exhibit: 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							Add'l	SOMEc
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																	
	Directory Assistance Access Service Calls, Charge Per Call						0.275										
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																	
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt						0.10										
NUMBER SERVICES INTERCEPT ACCESS SERVICE																	
	Number Services Intercept Per Query						0.017793										
DIRECTORY TRANSPORT (DT)																	
	DT-Local Channel DS1			ULDD1	ULDF1		40.99	277.35	233.26	33.18	22.30		20.35	10.54	13.32	1.40	
	DT-DS1 Level Interoffice per mile			U1TD1	1L5XX		0.3562										
	DT-DS1 Level Interoffice per facility termination			U1TD1	U1TF1		77.86	112.40	76.27	19.55	14.99		20.35	10.54	13.32	1.40	
	SWA Common Transport per Directory Assistance Access Service Per Call						0.000271										
	SWA Common Transport per Directory Assistance Access Service Per Call Per Mile						0.0000165										
	Access Tandem Switching Per Directory Assistance Access Service Per Call						0.0001875										
	DT- Directory Assistance Interconnection Per Directory Assistance Service Call						0.00										
	DT-Installation NRC, Per Trunk or Signaling Connection			OHD	TPP1X		204.62	4.43	136.09	4.43			20.35	10.54	13.32	1.40	
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										

SERVICES - Alabama																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1 Exhibit: B				Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
									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	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.000011										
	ODUF: Message Processing, per message					0.004101										
	ODUF: Message Processing, per Magnetic Tape provisioned					42.67										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.000094										

SERVICES - Florida														Attachment:1 Exhibit: B			
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	
ODUF	OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.0000071											
	ODUF: Message Processing, per message					0.002146											
	ODUF: Message Processing, per Magnetic Tape provisioned					35.91											
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375											

SERVICES - Georgia														Attachment:1 Exhibit: B										
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	SOMAN
														First	Add'l	First	Add'l							
ODUF	OPTIONAL DAILY USAGE FILE (ODUF)																							
	ODUF: Recording, per message					0.0000068																		
	ODUF: Message Processing, per message					0.002167																		
	ODUF: Message Processing, per Magnetic Tape provisioned					36.06																		
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010856																		

SERVICES - Kentucky														Attachment:1 Exhibit: B	
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
ODUF															
	OPTIONAL DAILY USAGE FILE (ODUF)														
	ODUF: Recording, per message														
	ODUF: Message Processing, per message														
	ODUF: Message Processing, per Magnetic Tape provisioned														
	ODUF: Data Transmission (CONNECT:DIRECT), per message														

SERVICES - Louisiana														Attachment:1 Exhibit: B					
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			
ODUF	OPTIONAL DAILY USAGE FILE (ODUF)																		
	ODUF: Recording, per message						0.0000117												
	ODUF: Message Processing, per message						0.004641												
	ODUF: Message Processing, per Magnetic Tape provisioned						48.45												
	ODUF: Data Transmission (CONNECT:DIRECT), per message						0.00010568												

SERVICES - Mississippi														Attachment:1 Exhibit: B			
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	
ODUF	OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.0000063											
	ODUF: Message Processing, per message					0.004707											
	ODUF: Message Processing, per Magnetic Tape provisioned					49.04											
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010669											

SERVICES - North Carolina																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment:1 Exhibit: B		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 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	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF																
OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.0003										
	ODUF: Message Processing, per message					0.0032										
	ODUF: Message Processing, per Magnetic Tape provisioned					54.61										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00004										

SERVICES - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment:1 Exhibit: B		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 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	SOMAN
ODUF	OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.0000216											
	ODUF: Message Processing, per message					0.004704											
	ODUF: Message Processing, per Magnetic Tape provisioned					48.87											
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010863											

SERVICES - Tennessee															Attachment:1 Exhibit: B	
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							Add'l
ODUF	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message						0.0000044									
	ODUF: Message Processing, per message						0.002446									
	ODUF: Message Processing, per Magnetic Tape provisioned						35.54									
	ODUF: Data Transmission (CONNECT:DIRECT), per message						0.0000339									

Attachment 2

Billing

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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 bill CUSTOMER in Carrier Access Billing System (CABS) Billing Output Specification (CBOS) standard format. BellSouth's billing format may change in accordance with applicable industry standards.
- 1.2.1 Subject to Section 4 of the General Terms and Conditions of this Agreement 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 local exchange carrier from the appropriate Commission, CUSTOMER will provide the appropriate BellSouth advisory team/local contract manager 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 Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket 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 or as otherwise agreed to by the Parties.

- 1.3.2 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.
- 1.3.3 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. 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. 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. 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 General Subscriber Services Tariff (GSST).
- 1.4.2 Security deposits collected under this Section 1.4 shall not exceed two (2) months' estimated billing. 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).
- 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 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 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 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 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.

- 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 the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access 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 the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.6 Termination of Services on Default. The procedures for the termination of services on default are as follows:
- 1.6.1 Either Party may, in its sole discretion, suspend or terminate any of the services described and provided to the other Party pursuant to the terms of this Agreement for failure to make timely payments of any undisputed amount due and owing hereunder; or in the event of prohibited, unlawful or improper use of the other party's facilities or services. Notwithstanding any provision to the contrary in this Section 1.6, all billing disputes, including but not limited to any right to set off, shall be resolved pursuant to Section 2 of this Attachment rather than pursuant to this Section.
- 1.6.1.1 All payments on account shall be due and owing when received and shall become delinquent on the same day of the following month after the original bill day. At such time as any amount owed hereunder shall become delinquent, the Party seeking payment may provide written notice to the delinquent Party that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received within fifteen (15) days following the date of the notice. In addition, the Party seeking payment may, at the same time, give written notice to the delinquent Party that existing services may be discontinued if payment is not received within thirty (30) days from the date of such notice.
- 1.6.1.2 Upon discontinuance of services in accordance with this paragraph 1.6, all billed charges and applicable termination charges shall become immediately due and payable.
- 1.6.1.3 If either Party fails to exercise its right to discontinue any services in accordance with this paragraph 1.6 within the timeframes described in paragraph 1.6.1.1, such failure shall not be construed as a waiver, and services may be discontinued without further notice at any time thereafter.
- 1.6.1.4 The Parties acknowledge that discontinuance of service pursuant to this paragraph 1.6 may result in discontinuance of service to the end user customer of the Party whose services have been terminated. The end user customer's service provider is

solely responsible for notifying the end user customer of the service discontinuance. CUSTOMER is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after CUSTOMER has been denied and no arrangements to reestablish service have been made consistent with this subsection, CUSTOMER's service will be disconnected.

- 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 the General Terms and Conditions of this Agreement.

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 Services 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 the General Terms and Conditions of this Agreement.
- 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. 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.

- 2.3 Notwithstanding anything to the contrary in this Section 2, no billing dispute shall be valid unless notice of such dispute is provided within 24 months after the disputed amounts were billed, subject to the exceptions set forth in Section 4 of the General Terms and Conditions of the Agreement.

Attachment 3
Service Level Agreements (SLAs)
For Directory Assistance and Operator Services

Directory Assistance Service Obligations, Reporting and Audits

1. BellSouth Service Obligations

- 1.1 BellSouth's services shall meet the following standards:
 - 1.1.1 BellSouth will utilize new and/or existing call centers located within BellSouth's territory to handle CUSTOMER'S calls.
 - 1.2 BellSouth shall utilize its own database content for calls within its own service areas and will utilize third party database content for telephone number requests outside of the BellSouth service territory. The services to CUSTOMER'S telecommunications customers will have the following accuracy requirements:
 - 1.2.1 BellSouth will provide an accuracy level of ninety percent (90%) or greater for all available Regional Bell Operating Companies ("RBOC Data") data in providing the services to CUSTOMER. Such accuracy shall be determined by audits of calls received in the BellSouth call centers for telephone number requests and comparing the listings against the results of test calls made directly to the appropriate local exchange carrier, pursuant to the requirements of Section 3 herein.
 - 1.2.2 BellSouth will provide an accuracy level of eighty-five percent (85%) or greater for other non-RBOC ("Other Data") data used in providing the services to CUSTOMER. Such accuracy shall be determined by audits of calls received in the BellSouth call centers for telephone number requests and comparing those listings against the results of test calls made directly to the DA services of the appropriate local exchange carrier, pursuant to the requirements of Section 3 herein.
 - 1.2.3 BellSouth's network will be provisioned to process calls with at least a P.01 grade of service.
 - 1.2.4 The Services provided by BellSouth hereunder will satisfy, at a minimum, the Call Answer Time requirements and other requirements set forth in the applicable laws, regulations, rules and tariffs of the state or states in which the call is presented to BellSouth for processing.
 - 1.2.5 The monthly average Call Handling Time defined as average work time seconds per call will be forty-five (45) seconds or less based on current call mix; The monthly average answer time will be eight seconds or less once call is presented to BellSouth queue.

- 1.2.6 Calls will be processed by BellSouth in an accurate, polite, timely manner through automated or live response or a combination of both; future deployed automations by BellSouth will be made available to CUSTOMER.
- 1.2.7 BellSouth may provide expanded locality searches and phonetic searches if the CUSTOMER'S telecommunications customer is unsure of the exact locality and/or spelling of the requested name.
- 1.3 BellSouth shall have sole responsibility for installation, testing and operation of its facilities, services and equipment required to provide the services.

2. BellSouth Reports

- 2.1 Monthly, BellSouth shall deliver to CUSTOMER a written report of certain information with respect to the calls and the services for the previous month. The reporting system makes no distinction between CUSTOMER'S customers and BellSouth customers:
 - 2.1.1 The monthly average processing time over all calls received;
 - 2.1.2 The monthly average speed of answer;
 - 2.1.3 The percent of calls handled correctly by BellSouth personnel utilized to provide the services to CUSTOMER.

3. Accuracy of Service; Audits

- 3.1 There will be one scheduled audit of the services per calendar year (the "Scheduled Audit"). The Scheduled Audit will be held in the second quarter of each year.
- 3.2 The Scheduled Audit and any Special Audit (as defined below) (collectively, the "Audit") will be designed to determine the accuracy of responses to the calls for the services received in the BellSouth call centers. The Audit will compare the accuracy of the telephone numbers requested to the listings in the appropriate local exchange carrier's database. A third party selected by BellSouth will perform the audit. The sampling size to be used for each audit must be statistically valid for current traffic volumes at the time of the audit. BellSouth will pay all costs and expenses of the audit. BellSouth will deliver audit results to CUSTOMER. The results of such audit shall be considered by both Parties to be confidential under this Agreement.
- 3.3 If any Scheduled Audit reveals that BellSouth has not met the agreed upon accuracy levels set forth in Section 3 hereof, then BellSouth will take prompt appropriate action to bring the deficiency within the agreed upon accuracy levels. If any Scheduled Audit reveals that the services with respect to RBOC data is at least eighty-eight percent (88%) but less than ninety percent (90%) accurate or that the services with respect to other data is at least eighty-three percent (83%) but less than eighty-five percent (85%) accurate, then there will be a sixty (60) day cure period. Another audit (a "Special Audit") will be performed

at the conclusion of such cure period. If (i) any Scheduled Audit reveals that the services with respect to RBOC data is less than eighty-eight percent (88%) accurate or the services with respect to other data is less than eighty-three percent (83%) accurate and at the end of the 60 day cure period BellSouth has not satisfied the required accuracy levels; or (ii) any Special Audit reveals that the services with respect to RBOC data is less than ninety percent (90%) accurate or the services with respect to other data is less than eighty-five percent (85%) accurate, then at the end of the appropriate cure period BellSouth has not satisfied the required accuracy levels, then CUSTOMER may terminate this Agreement without penalty upon thirty (30) day written notice to BellSouth.

Operator Assistance Service Obligations and Reporting

1. BellSouth Service Standards

1.1 BellSouth's services shall meet the following standards:

1.1.1 The services provided by BellSouth hereunder will satisfy, at a minimum, the Call Answer Time requirements and other requirements set forth in the applicable laws, regulations, rules and tariffs of the state or states in which the call is presented to BellSouth for processing.

1.1.2 The monthly average Call Handling Time defined as average work time (AWT) seconds per call will be forty-five (45) seconds or less based on BellSouth's current call mix;

1.1.3 The monthly average answer time will be eight (8) seconds or less once call is presented to BellSouth queue.

1.1.4 Calls will be processed by BellSouth in an accurate, polite, timely manner through automated or live response or a combination of both. Satisfaction is measured by the percent of calls handled correctly by BellSouth personnel utilized to provide Operator Assistance and Call Processing Services to CUSTOMER. The monthly percent of calls handled correctly will be range between ninety-six point zero percent through ninety-seven point zero percent (96.0-97.0%).


2. BellSouth Reporting



2.1 Monthly, BellSouth shall deliver to CUSTOMER a written report reflecting the results of the agreed upon standards above with respect to the calls and the services provided by BellSouth to CUSTOMER for the previous month. The reporting will be at an aggregate level for all customers served by BellSouth.

**BellSouth
MBR Amendment**

**Contract ID: 090047d4802a4e5e
(CLEC Name Redacted)**

Public Inspection Copy #178

**Amendment to the Agreement
Between**

and
BellSouth Telecommunications, Inc.
Dated September 24, 2005

Pursuant to this Amendment, (the "Amendment"), 
, and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Market Based Rate Agreement between the Parties dated September 24, 2005 (Agreement) to be effective thirty (30) calendar days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and  entered into the Agreement on September 24, 2005 and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete and replace in its entirety Section 19.1 of the General Terms and Conditions.

19.1 With the exception of certain billing notices, governed by Attachment 7, 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 certified US mail postage prepaid, and email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

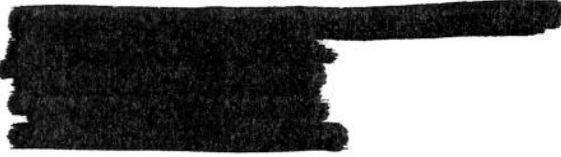
BellSouth Local Contract Manager
600 North 19th Street, 10th floor
Birmingham, AL 35203

And

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375



And



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

2. All of the other provisions of the Agreement, dated September 24, 2005, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

[Redacted]

By: Kristen E. Shore

By: [Redacted]

Name: Kristen E. Shore

Name: [Redacted]

Title: Director

Title: [Redacted]

Date: [Redacted]

Date: [Redacted]