

BELLSOUTH® / CLEC Agreement

Customer Name: Line 1 Communications, LLC

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By and Between

BellSouth Telecommunications, Inc.

And

**Line 1 Communications, LLC d/b/a Direct Line
Communications**

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Line 1 Communications, LLC, d/b/a Direct Line Communications, ("Line 1"), a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

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

WHEREAS, Line 1 has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and The Other Phone Company, Inc. d/b/a Access One Communications, a Florida corporation, The Other Phone Company, Inc. d/b/a Talk America Inc., (NOT in Florida) a Florida corporation and Talk America Inc., collectively as ("Talk America") dated June 12, 2002 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Line 1 and BellSouth hereby agree as follows:

1. Line 1 and BellSouth shall adopt in its entirety the Talk America Interconnection Agreement dated June 12, 2002 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Talk America Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Title Page	1
Exhibit 1-Talk America Agreement	849

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Exhibit 1-Amendment dated 8/5/2002	11
Exhibit 1-Amendment dated 8/14/2002	46
Exhibit 1-Amendment dated 9/16/2002	45
Exhibit 1-Amendment dated 9/20/2002	203
Exhibit 1-Amendment dated 10/31/2002	62
TOTAL	1220

2. The Parties agree to delete Section 24.3 of the General Terms and Conditions in its entirety and replace it with the following provision:

24.3 Notwithstanding the foregoing, BellSouth may provide Line 1 notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

3. The Parties agree that Attachment 1, Resale, Section 6.1, is hereby deleted in its entirety and replaced with new Section 6.1 and Section 6.1.1, as set forth in below:

6.1 After receiving certification as a local exchange carrier from the applicable regulatory agency, Line 1 will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish accounts for resold services ("master account"). Line 1 is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.

6.1.1 If Line 1 needs to change its OCN(s) under which it operates when Line 1 has already been conducting business utilizing those OCN(s), Line 1 shall bear all costs incurred by BellSouth to convert Line 1 Line 1 to the new OCN(s). OCN conversion charges include all time required to make system updates to all of Line 1's end user customer records. Appropriate charges will appear in the OC&C section of Line 1's bill.

4. The Parties agree to delete Section 2-Term of Agreement of the General Terms and Conditions in its entirety and replace it with a new Section 2-

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Term of Agreement of the General Terms and Conditions as set forth in Exhibit 2 attached hereto and incorporated herein by this reference.

5. The Parties agree that Attachment 7, Billing, Section 1.7, Deposit Policy, and Section 1.8 Notices, are hereby deleted in their entirety and replaced with a new Section 1.7-Deposit Policy, and Section 1.8-Notices, as set forth in Exhibit 3 attached hereto and incorporated herein by this reference.

6. The Parties agree that Attachment 2 Unbundled Network Elements, Section 5 Combinations, is hereby deleted in its entirety and replaced with a new Section 5 Combinations, as set forth in Exhibit 4 attached hereto and incorporated herein by this reference.

7. In the event that Line 1 consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Line 1 under this Agreement.

8. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in section 2 of the Talk America Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the Talk America Interconnection Agreement, the effective date shall be June 12, 2002.

9. Line 1 shall accept and incorporate any amendments to the Talk America Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

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

BellSouth Telecommunications, Inc.

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

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

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**Line 1 Communications, LLC,
d/b/a Direct Line Communications**

Gene E. Lane, Jr., President and CEO
3020 Roswell Road, NE
Ste. 200
Marietta, GA 30062

770-578-5110 phone
770-565-0490 fax

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

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

BellSouth Telecommunications, Inc.

Line 1 Communications, LLC,
d/b/a Direct Line
Communications

Original Signature on File

Original Signature on File

Signature

Signature

Elizabeth R.A. Shiroishi

Gene E. Lane, Jr

Name Director

Name President

2/12/2003

2/10/2003

Date

Date

06/26/02

Exhibit 1

Exhibit 2

2. Term of the Agreement

- 2.1 The term of this Agreement shall be three years, beginning 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. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (“Subsequent Agreement”).
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 2.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, BellSouth shall continue to offer services to Line 1 pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 2.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement.

Exhibit 3

- 1.8 Deposit Policy. Line 1 shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such 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. Any such security deposit shall in no way release Line 1 from its obligation to make complete and timely payments of its bill. Line 1 shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Line 1's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Line 1 fails to remit to BellSouth any deposit requested pursuant to this Section, service to Line 1 may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to Line 1's account(s). In the event Line 1 defaults on its account, service to Line 1 will be terminated and any security deposits will be applied to Line 1's account.
- 1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from Line 1, shall be forwarded to the individual and/or address provided by Line 1 in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by Line 1 as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written notice from Line 1 to BellSouth's billing organization, a final notice of disconnection of services purchased by Line 1 under this Agreement shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement at least 30 days before BellSouth takes any action to terminate such services.

Exhibit 4

5 Unbundled Network Element Combinations

5.1 For purposes of this Section, references to “Currently Combined” network elements shall mean that the particular network elements requested by Line 1 are in fact already combined by BellSouth in the BellSouth network. References to “Ordinarily Combined” network elements shall mean that the particular network elements requested by Line 1 are not already combined by BellSouth in the location requested by Line 1 but are elements that are typically combined in BellSouth’s network. References to “Not Typically Combined” network elements shall mean that the particular network elements requested by Line 1 are not elements that BellSouth combines for its use in its network.

5.2 Enhanced Extended Links (EELs)

5.2.1 EELs are combinations of unbundled Loops as defined in Section 2 and unbundled dedicated transport as defined in Section 6. BellSouth shall provide Line 1 with EELs where they are available.

5.2.2 EELs are intended to provide service connectivity from an end user’s location through that end user’s SWC to Line 1’s collocation space in a BellSouth central office. The circuit must be connected to Line 1’s switch for the purpose of provisioning circuit telephone exchange service to Line 1’s end-user customers. Line 1 may connect EELs within Line 1’s collocation space to other transport terminating into Line 1’s switch. Line 1 may connect the local loops to an unbundled local channel to form an EEL provided that the entire EEL circuit meets the criteria set forth in Section 5.3.1.3 below. Provided that the entire EEL circuit meets the criteria set forth in Section 5.3.1.3 below, the circuit may, upon Line 1’s request, terminate to a CLEC’s Point of Presence (“POP”). Line 1 will provide a significant amount of local exchange service over the requested combination, as described in Section 5.3.1 et seq. below. Upon BellSouth’s request, Line 1 shall indicate under what local usage option Line 1 seeks to qualify. Line 1 shall be deemed to be providing a significant amount of local exchange service over the requested combination if one of the options listed in Section 5.3.1.1 through 5.3.1.3 is met. BellSouth shall have the right to audit Line 1’s EELs as specified in Section 5.3.3 below.

5.3 Conversions from Special Access Service to EELs

5.3.1 Line 1 may convert existing (Currently Combined) special access services to combinations of Loop and transport network elements, whether or not Line 1 self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Line 1 does not use the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer.

To the extent Line 1 requests to convert any special access services to combinations of Loop and transport network elements at UNE prices, Line 1 shall provide to BellSouth a certification that Line 1 is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification shall also indicate under what local usage option Line 1 seeks to qualify for conversion of special access circuits. Line 1 shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

- 5.3.1.1 **Option 1:** Line 1 certifies that it is the exclusive provider of an end user's local exchange service. The Loop-transport combinations must terminate at Line 1's collocation arrangement in at least one BellSouth central office. This option does not allow Loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Line 1 is the end user's only local service provider, and thus is providing more than a significant amount of local exchange service. Line 1 can then use the Loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or
- 5.3.1.2 **Option 2:** Line 1 certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the Loop portion of the Loop-transport combination have at least 5 percent local voice traffic individually, and the entire Loop facility has at least 10 percent local voice traffic. When a Loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criterion. The Loop-transport combination must terminate at Line 1's collocation arrangement in at least one BellSouth central office. This option does not allow Loop-transport combinations to be connected to BellSouth tariffed services; or
- 5.3.1.3 **Option 3:** Line 1 certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least 50 percent of the traffic on each of these local dial tone channels is local voice traffic, and that the entire Loop facility has at least 33 percent local voice traffic. When a Loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criterion. This option does not allow Loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Line 1 does not need to provide a defined portion of the end user's local service, but the active channels on any Loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

- 5.3.2 In addition, there may be extraordinary circumstances where Line 1 is providing a significant amount of local exchange service but does not qualify under any of the three options set forth in Section 5.3.1 et seq. In such case, Line 1 may petition the FCC for a waiver of the local usage options set forth above. If a waiver is granted, then upon either Party's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 5.3.3 BellSouth may, at its sole discretion, audit Line 1's records in order to verify compliance with the local usage option provided by Line 1 pursuant to Section 5.3.1. The audit shall be conducted by a third party independent auditor, and Line 1 shall be given thirty days written notice of BellSouth's intent to audit. Such audit shall occur no more than one time in a calendar year unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, Line 1 shall reimburse BellSouth for the cost of the audit. If, based on the audit, Line 1 is not providing a significant amount of local exchange traffic over the combinations of Loop and transport network elements, BellSouth will convert such combinations of Loop and transport network elements to special access services in accordance with BellSouth's tariffs and will bill Line 1 for appropriate retroactive reimbursement. If the Parties disagree as to whether the audits indicate that Line 1 is not providing a significant amount of local exchange traffic, the dispute will be resolved according to the dispute resolution process set forth in Section 10 of the General Terms and Conditions of this Agreement. In the event Line 1 converts special access circuits to combinations of Loop and transport UNEs pursuant to the terms of this Section, Line 1 shall be subject to the termination liability provisions in the applicable special access tariffs, if any.
- 5.4 Rates
- 5.4.1 Currently Combined EELs listed below in Sections 5.4.1.1-5.4.1.14 shall be billed at the nonrecurring switch-as-is charge and recurring charges for that combination as set forth in Exhibit B of this Attachment. Currently Combined EELs not listed below shall be billed at the sum of the nonrecurring and recurring charges for the individual network elements that comprise the combination as set forth in Exhibit B of this Attachment.
- 5.4.1.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 5.4.1.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

- 5.4.1.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 5.4.1.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 5.4.1.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 5.4.1.6 DS1 Interoffice Channel + DS1 Local Loop
- 5.4.1.7 DS3 Interoffice Channel + DS3 Local Loop
- 5.4.1.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 5.4.1.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.4.1.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.4.1.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 5.4.1.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
- 5.4.1.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 5.4.1.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
- 5.4.2 Ordinarily Combined EELs listed above shall be billed the sum of the nonrecurring and recurring charges for that combination as set forth in Exhibit B of this Attachment. Ordinarily combined EELs not listed in Sections 5.4.1.1-5.4.1.14 shall be billed the sum of the nonrecurring charges and recurring charges for the individual network elements that comprise the combination as set forth in Exhibit B of this Attachment.
- 5.4.3 To the extent that Line 1 requests an EEL combination Not Typically Combined in the BellSouth network, the rates, terms and conditions shall be determined pursuant to the Bona Fide Request Process.

5.5 UNE Port/Loop Combinations

- 5.5.1 Combinations of port and Loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ Loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.
- 5.5.2 Except as set forth in Section 5.5.3 below, BellSouth shall provide UNE port/Loop combinations described in Section 5.5.5 below that are Currently Combined or Ordinarily Combined in BellSouth's network at the cost-based rates in Exhibit B. Except as set forth in Section 5.5.3 below, BellSouth shall provide UNE port/Loop combinations not described in Section 5.5.5 below or Not Typically Combined Combinations in accordance with the Bona Fide Request process.
- 5.5.3 BellSouth is not required to provide combinations of port and Loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.
- 5.5.3.1 BellSouth shall not be required to provide local circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to Line 1 if Line 1's customer has 4 or more DS0 equivalent lines.
- 5.5.3.2 Notwithstanding the foregoing, BellSouth shall provide combinations of port and Loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in Exhibit B. If a market rate is not set forth in Exhibit B for a UNE port/Loop combination, such rate shall be negotiated by the Parties.
- 5.5.4 BellSouth shall make 911 updates in the BellSouth 911 database for Line 1's UNE port/Loop combinations. BellSouth will not bill Line 1 for 911 surcharges. Line 1 is responsible for paying all 911 surcharges to the applicable governmental agency.
- 5.5.5 Combination Offerings

- 5.5.5.1 2-wire voice grade port, voice grade Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.5.5.2 2-wire voice grade Coin port, voice grade Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.5.5.3 2-wire voice grade DID port, voice grade Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.5.5.4 2-wire CENTREX port, voice grade Loop, CENTREX intercom functionality, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.5.5.5 2-wire ISDN Basic Rate Interface, voice grade Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.5.5.6 4-wire ISDN Primary Rate Interface, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.5.5.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.5.5.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6 **Other UNE Combinations**

- 5.6.1 BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to Line 1 in addition to those specifically referenced in this Section 5 above, where available. Such combinations shall not be connected to BellSouth tariffed services. To the extent Line 1 requests a combination for which BellSouth does not have methods and procedures in place to provide such combination, rates and/or methods and procedures for such combination will be developed pursuant to the BFR/NBR process.
- 5.6.2 Rates

5.6.3 The rates for Ordinarily Combined UNE Combinations provisioned pursuant to this Section 5.6 shall be the sum of the recurring rates and nonrecurring rates for the individual network elements as set forth in Exhibit B of this Attachment. The rates for Currently Combined UNE Combinations provisioned pursuant to this Section 5.6 shall be the sum of the recurring rates for the individual network elements as set forth in Exhibit B, in addition to a nonrecurring charge set forth in Exhibit B. To the extent Line 1 requests a Not Typically Combined Combination pursuant to this Section 5.6, or to the extent Line 1 requests any combination for which BellSouth has not developed methods and procedures to provide such combination, rates and/or methods and procedures for such combination shall be established pursuant to the BFR/NBR process.