

**EXECUTIVE SUMMARY**  
**Of**  
**Bayou Telephone Company, Inc.**  
**BellSouth Standard Interconnection Agreement**

<b>Agreement Effective Date:</b> 12/8/1999	<b>Agreement Expiration Date:</b> 12/7/2001
<b>OCN:</b>	<b>GAC:</b>
<b>CIC (if applicable):</b>	<b>ACNA:</b>
<b>Negotiator:</b> David W. Hitt	<b>Negotiator Tel No:</b> 404-927-7518
<b>Location of Executive Summary:</b> t:\hendrix\	<b>Location of Interconnection Agreement:</b> t:\hendrix\

<b>Attachment Name/Number</b>	<b>Section Number</b>	<b>Version Date</b>	<b>No Deviation</b>	<b>Deviation</b>	<b>Deviation Affect Compliance Y/N</b>	<b>If Compliance Item, Priority H/M/L</b>	<b>If Deviation, enter Paragraph No. And Brief Description of Deviation. If different by state, note here also.</b>
Terms/Conditions PartA	1	8/18/99		X	N		<p><b><u>Language Replaced:</u></b></p> <p>1.1 The purpose of this agreement is to establish a billing arrangement between the Parties for the termination of local and intraLATA toll traffic.</p> <p>This agreement addresses the compensation arrangement between BellSouth and Bayou Telephone Company in several different scenarios:</p> <p>(1) when Bayou Telephone Company interconnects at a non-BellSouth access tandem and terminates traffic, via a BellSouth access tandem, to BellSouth end offices and third party NXX's homing on the BellSouth access tandems in the LATA;</p> <p>(2) when BellSouth or a third party entity</p>

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							<p>terminates traffic to Bayou Telephone Company's end user customers via a non-BellSouth access tandem; and</p> <p>(3) when BellSouth terminates third party traffic to Bayou Telephone Company's end user customer via a non-BellSouth access tandem.</p> <p>1.2 This agreement has no binding effect on any contractual arrangements between Bayou Telephone Company and the non-BellSouth access tandem service provider.</p> <p>1.3 This agreement does not preclude the Parties from negotiating an Interconnection Agreement should the Parties agree to a direct trunking arrangement to the BellSouth access tandem.</p> <p>1.4 This Agreement will be submitted to the appropriate regulatory body for the State (the "Commission") for approval pursuant to 47 USC § 252, and the Parties will specifically request that the Commission refrain from taking any action to modify, supplement, suspend or otherwise delay implementation of this Agreement.</p>
	2	8/18/99		X	Y	L	<b><u>Language Revised:</u></b>

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							<p>2.1 <u>Term.</u> The initial term of this Agreement shall be two (2) years from the date of execution, and shall then automatically renew on a year-to-year basis. Upon the expiration of the initial term, either Party may terminate this Agreement by providing written notice of termination to the other Party, with such written notice to be provided at <u>least sixty (60) days</u> in advance of the date of termination. <u>In the event of such termination, those service arrangements made available under this Agreement and existing at the time of termination shall continue without interruption under one of the following as agreed to by the Parties: (a) a new agreement is executed; or (b) the terms of this Agreement continue on a month-to-month basis until an arbitration proceeding has been concluded by the Parties but in no event would the month-to-month arrangement terminate in less than nine (9) months from the date of termination.</u></p>

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Ordering	<del>3</del>	8/18/99		X	N		NOT APPLICABLE – NO LANGUAGE
Parity	<del>4</del>	8/18/99		X	N		NOT APPLICABLE – NO LANGUAGE
White Page Listings	<del>5</del>	8/18/99		X	N		NOT APPLICABLE – NO LANGUAGE
BFR/NBR Process for Further Unbundling	<del>6</del>	8/18/99		X	N		NOT APPLICABLE – NO LANGUAGE
Court Ordered Requests for Call Detail Records and Other Subscriber Information	<del>7</del>	8/18/99		X	N		NOT APPLICABLE – NO LANGUAGE
Liability & Indemnification	<del>83</del>	8/18/99		X	N		<p><b><u>(formerly Section 8.2 – the following language DELETED:)</u></b></p> <p>“<u>CLEC-1 Liability</u>. In the event that CLEC-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 CLEC-1 under this Agreement.”</p> <p><b><u>Section 3.4 rewritten</u></b> from the perspective of the Parties plural, rather than the singular Party, as follows:</p> <p>“<u>Indemnification for Certain Claims</u>. BellSouth and Bayou Telephone Company providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim,</p>

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							<p>loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Agreement."</p> <p><b><u>Section 3.5 added</u></b>, as follows:</p> <p>"<u>No liability for Certain Inaccurate Data.</u> Neither BellSouth nor Bayou Telephone Company assumes any liability for the accuracy of data provided by one Party to the other and each Party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.</p>
Intellectual Property Rights and Indemnification	<del>94</del>	8/18/99		X	Y	L	<p><b><u>Section 4.2 (f/k/a Sec. 9.2). append the following language at the end:</u></b></p> <p>Where the Providing Party is aware that such</p>

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							licenses are required for use by the Purchasing Party, it will provide the Purchasing Party with notice of such requirement.
Treatment of Proprietary and Confidential Information	<del>105</del>	8/18/99					<b><u>Formerly known as Section 10</u></b>  No changes
Assignments	<del>116</del>	8/18/99					<b><u>Formerly known as Section 11</u></b>  No changes
Resolution of Disputes	<del>127</del>	8/18/99		X	N		<b><u>Formerly known as Section 12</u></b>  <b><u>Section 7.1 is newly inserted; Section 7.2 is Revised</u></b>  7.1 <u>Negotiations</u> . At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives; provided, however, that the Parties may consult with counsel at any point during the negotiations. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. The negotiations contemplated by this subsection shall be a prerequisite to the procedure set forth

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							<p>in subsection 7.2.</p> <p>7.2 <u>Formal Resolution</u>. The Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement that cannot be resolved through negotiation pursuant to subsection 7.1, either Party may petition the appropriate state regulatory agency for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.</p>
Limitation of Use	<del>138</del>	8/18/99		X	Y	L	<p><b><u>New Language:</u></b></p> <p>The Parties agree that this Agreement shall not be offered by either Party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.</p>
Taxes	<del>139</del>	8/18/99		X	Y	L	<p><b><u>New Language Added for Sec 9.1:</u></b></p> <p><u>Purpose</u>. (Sec. 9.1) In general, it is the mutual understanding of the Parties to this Agreement that there are currently no taxes specifically applicable to the subject matter of this</p>

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							<p>Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply.</p> <p><b><u>Existing Language Renumbered, Hereafter:</u></b></p> <p><u>Definition</u> (f/k/a 13.1 become 9.2)</p> <p><u>Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party</u> (f/k/a 13.2 becomes 9.3)</p> <p><u>Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party</u> (f/k/a 13.3 becomes 9.4)</p> <p><u>Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.</u> (f/k/a 13.4 become 9.5)</p> <p><u>Mutual Cooperation.</u>(f/k/a 13.5 becomes 9.6)</p>
Force Majeure	<del>1410</del>	8/18/99	X				
Year 2000 Compliance	<del>1511</del>	8/18/99		X	Y	L	<b>Language Revised at beginning:</b>

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							All software and related materials (collectively called "Software") delivered....
Modification of Agreement	<del>16</del> <u>12</u>	8/18/99		X	N		<b><u>Section 12.1 Revised (f/k/a 16.1):</u></b>  12.1 BellSouth shall make available to Bayou Telephone Company any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252; provided however the parties shall adopt such other agreement in its entirety. The adopted agreement shall apply to the same states as such other agreement and for the identical term.  <b><u>Former Section 16.2 deleted:</u></b>
Waivers	<del>17</del> <u>13</u>						
Governing Law	<del>18</del> <u>14</u>	8/18/99	X				RENUMBERED
Arm's Length Negotiations	<del>19</del> <u>15</u>	8/18/99	X				RENUMBERED
Notices	<del>20</del> <u>16</u>	8/18/99	X				RENUMBERED
Rule of Construction	<del>21</del> <u>17</u>	8/18/99	X				RENUMBERED
Headings of No Force & Effect	<del>22</del> <u>18</u>	8/18/99	X				RENUMBERED
Multiple Counterparts	<del>23</del> <u>19</u>	8/18/99	X				RENUMBERED
Implementation of Agreement	<del>24</del>	8/18/99		X	N		NOT APPLICABLE – NO LANGUAGE
Filing of Agreement	<del>25</del>	8/18/99		X	N		NOT APPLICABLE – NO LANGUAGE

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Application of Law	20	8/18/99		X	N		<p><b><u>New Language Incorporated:</u></b></p> <p>20.1 This Agreement shall be implemented in accordance with all applicable state and federal statutes, rules and regulations.</p> <p>20.2 The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority with appropriate jurisdiction. To the extent required by any such subsequently prescribed law, rule, or regulations, the Parties agree to modify, in writing, the affected terms and conditions of this Agreement to bring the Agreement into compliance with such law, rule or regulation. Additionally, in the event that any provision of this Agreement, its attachments or exhibits are held invalid or unenforceable or void by such subsequently prescribed law, rule or regulation, the remaining provisions of this Agreement and its attachments or exhibits shall continue in full force and effect.</p>
Entire Agreement	<del>2621</del>	8/18/99		X	N		<p><b><u>Language Deleted:</u></b></p> <p><b>This Agreement may include attachments</b></p>

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							<p><b>with provisions for the following services:</b></p> <p>Network Elements and Other Services  Local Interconnection  Resale  Collocation</p> <p><b>The following services are included as options for purchase by CLEC-1. CLEC-1 shall elect said services by written request to its Account Manager if applicable.</b></p> <p>Optional Daily Usage File (ODUF)  Enhanced Optional Daily Usage File (EODUF)  Access Daily Usage File (ADUF)  Line Information Database (LIDB) Storage  Centralized Message Distribution Service (CMDS)  Calling Name (CNAM)</p> <p><b><u>Language Revised:</u></b></p> <p>IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year set forth below and mutually agreed that this Agreement shall be effective the day and year first written above.</p>
<b>Terms/Conditions Part B</b>		8/18/99		X	N		NOT APPLICABLE – NO LANGUAGE

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<del>3-Local Interconnection 1-Call Transport &amp; Termination</del>		8/18/99					
Compensation for Local Traffic	1	6/8/99		X	N		<p>Section 1-Compensation for Local Traffic (See <b>Section 6.1 of Att03 of the 2Q99:6/8/99</b>)</p> <p>Sec 1.1 <u>Local Traffic</u> - (f/k/a Sec 6.1.1)            Sec 1.2 (f/k/a Sec 6.1.2)            Sec 1.3 (f/k/a Sec 6.1.3)            Sec 1.4 (f/k/a Sec 6.1.4)            Sec 1.5 (f/k/a Sec 6.1.5)</p> <p>Sec 1.6 (f/k/a Sec 6.1.6) – <b><u>Final Sentence Revised:</u></b></p> <p>... For these situations, BellSouth will compensation CLEC-1 at <del>either dedicated or</del> common (shared) transport rates specified in Exhibit A and based upon the functions provided by CLEC-1 as defined in this Attachment.</p> <p>Sec 1.7 (f/k/a Sec 6.1.7)</p> <p>Sec 1.8 – <u>Percent Local Use</u> (f/k/a Sec 6.3)            Sec 1.9 – <u>Percentage Interstate Usage</u> (f/k/a Sec 6.4)            Sec 1.10 – <u>Unidentified traffic</u> (f/k/a Sec 6.2)            Sec 1.11 – <u>Audits</u> (f/k/a Sec 6.5)</p>

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Compensation for IntraLATA Toll Traffic  (f/k/a Sec 6.7 from Att03 of 2Q99:6/8/99 standard)	2	6/8/99		X	N		Sec 2.2 – <u>Compensation for intraLATA toll Traffic (f/k/a Sec 6.7.2)</u>  <b><u>Section Revised to Delete Second-Half of Provisions:</u></b>  For terminating its intraLATA toll traffic on the other company’s network, the originating Party will pay the terminating Party BellSouth’s current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth’s Intrastate or Interstate Access Services Tariff. <del>The appropriate charges will be determined by the routing of the call. If CLEC 1 is the BellSouth end user’s presubscribed interexchange carrier or if the BellSouth end user uses CLEC 1 as an interexchange carrier on a 101XXXX basis, BellSouth will charge CLEC 1 the appropriate BellSouth tariff charges for originating switched access services.</del>
Network Design & Management  (f/k/a Sec 3 from Att03 of 2Q99:6/8/99 standard)	3	6/8/99		X	Y	L	Sec 3.1 – <u>Common Channel Signaling (f/k/a Sec 3.5)</u>  <b><u>Beginning Language Revised:</u></b>  Both Parties will provide <del>LEC to LEC</del> Common Channel Signaling (“CCS”) to each

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							<p>other <u>via a third party tandem</u>, where available,...</p> <p>Sec 3.2 – <u>Signaling Call Information</u> (f/k/a Sec 3.6.5)</p> <p><b><u>Section Language Revised:</u></b></p> <p>BellSouth and CLEC-1 will send and receive 10 digits for local traffic. Additionally, BellSouth <del>and CLEC-1 will exchange the</del> <u>will provide the</u> proper call information, <del>i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary</del> for billing.</p>
<p>Transit Traffic Service</p> <p>(f/k/a Sec 6.9 from Att03 of 2Q99:6/8/99 standard)</p>	4	6/8/99		X	N		<p><b><u>Revisions to Language:</u></b> Sec 4.2 (f/k/a 6.9.1)</p> <p>The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates as set forth in Exhibit A to this Attachment. CLEC-1 is responsible for</p>

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							<p>and shall negotiate the necessary agreements or the placement of valid orders with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier as a result of providing the transit function. <del>An agreement or valid order with the terminating carrier will be established prior to the delivery of any transit traffic to BellSouth destined for the particular carrier's network. Further, CLEC 1 agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of CLEC 1 for which a valid contract or order has not been established. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.</del></p>

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							Sec 4.3 (f/k/a Sec 6.10)
	Exhibit A	6/8/99		X	N		Only have rates for Call Transport & Termination, and for Common (Shared) Transport – from the 2Q99:6/8/99 interconnection standard Attachment 3, Exhibit A.
<p><del>7-Billing &amp; Billing Accuracy Certification</del>  <del>2-Billing</del></p>	1	6/15/99		X	Y	L	<p>Sec 1.1 – <u>Billing.</u>  <u>Language Revisions:</u></p> <p><del>BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that CLEC 1 requests. BellSouth will bill and record in accordance with this Agreement those charges CLEC 1 incurs as a result of CLEC 1 purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.</del></p> <p>Sec 1.1.1</p>



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							<p>(f/k/a Sec 1.1.2 of Att07, 2Q99:6/8/99)</p> <p><b><u>Language Revisions:</u></b></p> <p>If <del>either Party</del> <u>the CLEC-1</u> requests multiple billing media or additional copies of bills, <del>the Billing Party</del> <u>BellSouth</u> will provide these at a reasonable cost.</p> <p>Sec 1.2 – <u>Payment Responsibility</u> (f/k/a 1.3)            Sec 1.3 – <u>Payment Due</u> (f/k/a 1.4)            Sec 1.4 – <u>Tax Exemption</u> (f/k/a 1.5)            Sec 1.5 – <u>Late Payment</u> (f/k/a 1.6)</p> <p><b><u>Language Revisions:</u></b></p> <p>Sec 1.6 – <u>Discontinuing Service to CLEC</u> (f/k/a 1.7)</p> <p>1.6.1 BellSouth reserves the right to suspend or terminate service for nonpayment or <del>in the event of prohibited, unlawful or improper use of BellSouth facilities or service or</del> any other violation or noncompliance by CLEC-1 of the rules and regulations contained in BellSouth’s tariffs.</p> <p>1.6.2 <b>(no revisions this subsection)</b> If payment of account is not received by the bill day in the month after the original bill day,</p>

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							<p>BellSouth may provide written notice to CLEC-1 that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty days notice to CLEC-1 at the billing address to discontinue the provision of existing services to CLEC-1 at any time thereafter.</p> <p>1.6.3 <b>(no revisions this subsection)</b> In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.</p> <p>1.6.4 <b>(no revisions this subsection)</b> If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and CLEC-1's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to CLEC-1 without further notice.</p> <p>1.6.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, CLEC-1's services will be discontinued. <del>Upon</del></p>

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							<p><del>discontinuance of service on CLEC 1's account, service to the CLEC 1's end users will be denied.</del> BellSouth will reestablish service at the request of the end user or CLEC-1 for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. <del>CLEC 1 is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.</del></p> <p><u>Deposits – Completely Deleted this subsection</u></p> <p>1.7 – <u>Rates.</u> <del>Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment.</del> If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.</p>
Billing Disputes	2	6/15/99		X	Y	L	Section 2 (f/k/a Sec 3)

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							<p><b><u>Language Revisions Follow:</u></b></p> <p>2.1 Where the Parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.</p> <p>2.1.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the <del>notification date</del> <u>Bill Date on which such disputed charges appear</u>.</p> <p>2.2 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by <del>either Party BellSouth</del> <u>by CLEC-1</u>, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for</p>

**EXECUTIVE SUMMARY**  
**Of**  
**Bayou Telephone Company, Inc.**  
**BellSouth Standard Interconnection Agreement**

Attachment Name/Number	Section Number	Version Date	No Deviation	Deviation	Deviation Affect Compliance Y/N	If Compliance Item, Priority H/M/L	If Deviation, enter Paragraph No. And Brief Description of Deviation. If different by state, note here also.
							<p>services purchased from the General Subscribers Services Tariff for purposes of resale <del>and for ports and non designed loops</del>, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for <u>unbundled</u> network elements and <del>other services</del> <del>and</del> local interconnection charges, Section E2 of the Access Service Tariff. <u>For bills rendered by Bayou Telephone Company for payment by BellSouth, the late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (I) one and one-half percent (1 1/2%) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made.</u> <del>In no event, however, shall interest be assessed by either Party-CLEC-1 on any previously assessed late payment charges. The Parties-BellSouth shall only assess interest on previously assessed late payment charges only</del> in a state where it has the authority pursuant to its tariffs.</p>
Operational Support	3	6/15/99		X	N		<b><u>New Section; Fairly Standard Language</u></b>

Version2Q99

**EXECUTIVE SUMMARY**  
**Of**  
**Bayou Telephone Company, Inc.**  
**BellSouth Standard Interconnection Agreement**

<b>Attachment Name/Number</b>	<b>Section Number</b>	<b>Version Date</b>	<b>No Devia-tion</b>	<b>Deviation</b>	<b>Deviation Affect Compliance Y/N</b>	<b>If Compliance Item, Priority H/M/L</b>	<b>If Deviation, enter Paragraph No. And Brief Description of Deviation. If different by state, note here also.</b>
Systems							<p>All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from CLECs who utilize such interfaces. While the ordering of call transport and termination services as specified upon the date of execution between the Parties of this contract does not utilize the operational interfaces, should Bayou Telephone Company seek to amend this agreement to include other such services that do utilize these operational interfaces, Bayou agrees that the incorporation of said amendment into this agreement will include any associated charges for Operational Support Systems as provided by BellSouth's then-current rates contained in its then-current standard interconnection template.</p>

## AGREEMENT

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Bayou Telephone Company, Inc. ("Bayou Telephone Company"), a Louisiana corporation on behalf of itself and its affiliates and shall be deemed effective as of December 8, 1999. This agreement may refer to either BellSouth or Bayou Telephone Company 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, Bayou Telephone Company is a telecommunications company authorized to provide telecommunications services in the state of Louisiana,

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and Bayou Telephone Company agree as follows:

**1. Purpose**

1.1 The purpose of this agreement is to establish a billing arrangement between the Parties for the termination of local and intraLATA toll traffic.

This agreement addresses the compensation arrangement between BellSouth and Bayou Telephone Company in several different scenarios:

(1) when Bayou Telephone Company interconnects at a non-BellSouth access tandem and terminates traffic, via a BellSouth access tandem, to BellSouth end offices and third party NXX's homing on the BellSouth access tandems in the LATA;

(2) when BellSouth or a third party entity terminates traffic to Bayou Telephone Company's end user customers via a non-BellSouth access tandem; and

(3) when BellSouth terminates third party traffic to Bayou Telephone Company's end user customer via a non-BellSouth access tandem.

1.2 This agreement has no binding effect on any contractual arrangements between Bayou Telephone Company and the non-BellSouth access tandem service provider.

- 1.3 This agreement does not preclude the Parties from negotiating an Interconnection Agreement should the Parties agree to a direct trunking arrangement to the BellSouth access tandem.
- 1.4 This Agreement will be submitted to the appropriate regulatory body for the State (the "Commission") for approval pursuant to 47 USC § 252, and the Parties will specifically request that the Commission refrain from taking any action to modify, supplement, suspend or otherwise delay implementation of this Agreement.

## **2. Term of the Agreement**

- 2.1 Term. The initial term of this Agreement shall be two (2) years from the date of execution, and shall then automatically renew on a year-to-year basis. Upon the expiration of the initial term, either Party may terminate this Agreement by providing written notice of termination to the other Party, with such written notice to be provided at least sixty (60) days in advance of the date of termination. In the event of such termination, those service arrangements made available under this Agreement and existing at the time of termination shall continue without interruption under one of the following as agreed to by the Parties: (a) a new agreement is executed; or (b) the terms of this Agreement continue on a month-to-month basis until an arbitration proceeding has been concluded by the Parties but in no event would the month-to-month arrangement terminate in less than nine (9) months from the date of termination.

## **3. Liability and Indemnification**

- 3.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible Bayou Telephone Company revenues.
- 3.2 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor Bayou Telephone Company shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.
- 3.3 Limitation of Liability.
- 3.3.1 Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.
- 3.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or



function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer 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 such party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

- 3.3.3 Neither BellSouth nor Bayou Telephone Company shall be liable for damages to the other's terminal location, POI or other company's customers' 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 a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.
- 3.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 3.4 Indemnification for Certain Claims. BellSouth and Bayou Telephone Company providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Agreement.
- 3.5 No liability for Certain Inaccurate Data. Neither BellSouth nor Bayou Telephone Company assumes any liability for the accuracy of data provided by one Party to the other and each Party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the

supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.

- 3.6 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, 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.

#### **4. Intellectual Property Rights and Indemnification**

- 4.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Bayou Telephone Company is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.
- 4.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. 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. Where the Providing Party is aware that such licenses are required for use by the Purchasing Party, it will provide the Purchasing Party with notice of such requirement.
- 4.3 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 and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 4 of this Agreement.
- 4.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns

the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

- 4.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 4.4.2 obtain a license sufficient to allow such use to continue.
- 4.4.3 In the event 4.4.1 or 4.4.2 are commercially unreasonable, then said Party 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.
- 4.5 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.
- 4.6 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.

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

- 5.1 Confidential Information. It may be necessary for BellSouth and Bayou Telephone Company to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and Bayou Telephone Company shall receive such Information and not disclose such Information. BellSouth and Bayou Telephone Company shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and Bayou Telephone Company with a

need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and Bayou Telephone Company will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

- 5.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or Bayou Telephone Company to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a Party other than BellSouth or Bayou Telephone Company; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving Party without an obligation to keep it confidential.

## 6. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. 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 of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

## 7. Resolution of Disputes

- 7.1 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives; provided, however, that the Parties may consult with counsel at any point during the negotiations. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. The negotiations contemplated by this subsection shall be a prerequisite to the procedure set forth in subsection 7.2.

- 7.2 Formal Resolution. The Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement that cannot be resolved through negotiation pursuant to subsection 7.1, either Party may petition the appropriate state regulatory agency for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

## **8. Limitation of Use**

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

## **9. Taxes**

9.1 Purpose. In general, it is the mutual understanding of the Parties to this Agreement that there are currently no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply.

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

### **9.3 Taxes and Fees Imposed Directly On Either Seller or Purchaser.**

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

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

### **9.4 Taxes and Fees Imposed on Bayou Telephone Company But Collected And Remitted By BellSouth.**

9.4.1 Taxes and fees imposed on Bayou Telephone Company shall be borne by Bayou Telephone Company, even if the obligation to collect and/or remit such taxes or fees is placed on BellSouth.

9.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties.

Notwithstanding the foregoing, Bayou Telephone Company shall remain liable for any such taxes and fees regardless of whether they are actually billed by BellSouth at the time that the respective service is billed.

- 9.4.3 If Bayou Telephone Company determines that in its opinion any such taxes or fees are not payable, BellSouth shall not bill such taxes or fees to Bayou Telephone Company if Bayou Telephone Company provides written certification, reasonably satisfactory to BellSouth, 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 Bayou Telephone Company has determined and certified not to be payable, or any such tax or fee that was not billed by BellSouth, Bayou Telephone Company may contest the same in good faith, at its own expense. In any such contest, Bayou Telephone Company shall promptly furnish BellSouth with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between Bayou Telephone Company and the taxing authority.
- 9.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of BellSouth during the pendency of such contest, Bayou Telephone Company shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 9.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, Bayou Telephone Company shall pay such additional amount, including any interest and penalties thereon.
- 9.4.6 Notwithstanding any provision to the contrary, Bayou Telephone Company shall protect, indemnify and hold harmless (and defend at Bayou Telephone Company' expense) BellSouth from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by BellSouth in connection with any claim for or contest of any such tax or fee.
- 9.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 9.5 Taxes and Fees Imposed on BellSouth But Passed On To Bayou Telephone Company.

- 9.5.1 Taxes and fees imposed on BellSouth, which are permitted or required to be passed on by BellSouth to its customer, shall be borne by Bayou Telephone Company.
- 9.5.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, Bayou Telephone Company shall remain liable for any such taxes and fees regardless of whether they are actually billed by BellSouth at the time that the respective service is billed.
- 9.5.3 If Bayou Telephone Company disagrees with BellSouth'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, BellSouth shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and Bayou Telephone Company shall abide by such determination and pay such taxes or fees to BellSouth. BellSouth 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 Bayou Telephone Company shall be at Bayou Telephone Company' expense.
- 9.5.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of BellSouth during the pendency of such contest, Bayou Telephone Company shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 9.5.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, Bayou Telephone Company shall pay such additional amount, including any interest and penalties thereon.
- 9.5.6 Notwithstanding any provision to the contrary, Bayou Telephone Company shall protect indemnify and hold harmless (and defend at Bayou Telephone Company' expense) BellSouth from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by BellSouth in connection with any claim for or contest of any such tax or fee.
- 9.5.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

9.6 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.

**10. 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.

**11. Year 2000 Compliance**

All software and related materials (collectively called "Software") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

**12. Modification of Agreement**

12.1 BellSouth shall make available to Bayou Telephone Company any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252; provided however the parties shall adopt



such other agreement in its entirety. The adopted agreement shall apply to the same states as such other agreement and for the identical term.

- 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.
- 12.3 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).
- 12.4 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Bayou Telephone Company or BellSouth to perform any material terms of this Agreement, Bayou Telephone Company or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 7.
- 12.5 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

**13. 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 specific performance of any and all of the provisions of this Agreement.

**14. Governing Law**

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

**15. Arm's Length Negotiations**

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

**16. Notices**

16.1 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.**

CLEC Account Team  
9<sup>th</sup> Floor  
600 North 19<sup>th</sup> Street  
Birmingham, Alabama 35203

and

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

**Bayou Telephone Company, Inc.**

1106 Chestnut Drive  
Morgan City, LA 70380  
Attn: Fred Marshall, President  
PH: (318) 761-3578

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

16.2 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.

**17. Rule of Construction**

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

**18. 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.

**19. Multiple Counterparts**

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

**20. Application of Law**

20.1 This Agreement shall be implemented in accordance with all applicable state and federal statutes, rules and regulations.

20.2 The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority with appropriate jurisdiction. To the extent required by any such subsequently prescribed law, rule, or regulations, the Parties agree to modify, in writing, the affected terms and conditions of this Agreement to bring the Agreement into compliance with such law, rule or regulation. Additionally, in the event that any provision of this Agreement, its attachments or exhibits are held invalid or unenforceable or void by such subsequently prescribed law, rule or regulation, the remaining provisions of this Agreement and its attachments or exhibits shall continue in full force and effect.

**21. Entire Agreement**

This Agreement and its Attachment(s), incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition,

condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year set forth below and mutually agreed that this Agreement shall be effective the day and year first written above.

**BellSouth Telecommunications, Inc.**

**Bayou Telephone Company, Inc.**

Signature on File  
Signature

Signature on File  
Signature

Jerry Hendrix  
Name

Fred Marshall  
Name

Senior Director  
Title

President  
Title

12/23/99  
Date

12/11/99  
Date

**ATTACHMENT TO TRANSMITTAL LETTER**

The Agreement entered into by and between *Bayou Telephone Company, Inc.* and BellSouth Telecommunications, Inc., dated 12/8/99, for the state(s) of Louisiana consists of the following:

ITEM	NO. PAGES
General Terms and Conditions	14
Attachment 1 – Call Transport & Termination	7
Attachment 1 – Exhibit A: Rates	1
Attachment 2 - Billing	6
TOTAL	28

# NOTICE OF EXECUTED CLEC AGREEMENT

CLEC NAME:

Check one:

- Standard Interconnection Agreement (includes provisions for  
 Interconnection,  Resale,  Physical Collocation)
- |   |   |
|---|---|
| <input type="checkbox"/> Non-Standard Interconnection Agreement | <input type="checkbox"/> Interconnection Amendment      |
| <input type="checkbox"/> Resale Agreement                       | <input type="checkbox"/> Resale Amendment               |
| <input type="checkbox"/> Physical Collocation Agreement         | <input type="checkbox"/> Physical Collocation Amendment |
| <input type="checkbox"/> CMRS Agreement                         | <input type="checkbox"/> CMRS Agreement                 |
| <input type="checkbox"/> Paging Agreement                       | <input type="checkbox"/> Paging Amendment               |

Check one:

New

Renegotiated

Please enter effective date of agreement/amendment:

If an amendment, please enter effective date of original agreement:

If this is an agreement or amendment which supersedes a previous agreement or amendment, enter date of original agreement/amendment:

Check appropriate states below:

- |                             |                             |                             |   |  |                             |
|-----------------------------|-----------------------------|-----------------------------|---|--|-----------------------------|
| <input type="checkbox"/> AL | <input type="checkbox"/> FL | <input type="checkbox"/> GA | <input type="checkbox"/> KY             | <input checked="" type="checkbox"/> LA | <input type="checkbox"/> MS |
| <input type="checkbox"/> NC | <input type="checkbox"/> SC | <input type="checkbox"/> TN | <input type="checkbox"/> ALL BST STATES |  |                             |

Provide Brief Synopsis of Agreement (to include significant provisions/changes):

Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, BellSouth is filing an executed resale agreement by and between BellSouth Telecommunications, Inc. and .

The term of this agreement shall be two years beginning . This Agreement shall automatically be renewed for two additional one year periods unless either party indicates its intent not to renew the Agreement.

Additional items to include in the synopsis, if appropriate:

- This is a streamlined interconnection agreement with provisions solely for call transport and termination, and passing of messages. Provisions mirror closely the provisions of BellSouth's standard for the services referenced.

Check One:

BST to File with Commission

CLEC to File with Commission

Provide Any Special Filing Instructions:

Negotiator Name: David W. Hitt

Telephone No: 404-927-7518

## **Attachment 1**

### **Call Transport and Termination**

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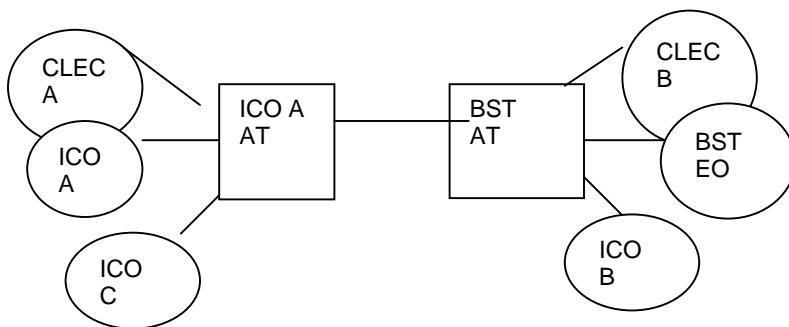
### **Call Transport and Termination**

The Parties shall provide transmission and routing of only telephone exchange service (local) and exchange access (intraLATA toll and switched access) and be compensated on the following terms:

1. Compensation for Local Traffic



- 1.1 Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling areas associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. As clarification of this definition and for reciprocal compensation, Local Traffic does not include traffic that originates from or terminates to an enhanced service provider or information service provider. As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.
- 1.2 The Parties shall provide for the mutual and reciprocal recovery of the costs for the elemental functions performed in transporting and terminating local traffic on each other's network. The Parties agree that charges for transport and termination of calls on its respective networks are as set forth in Exhibit A to this Attachment.
- 1.3 For the purposes of this Attachment, Common (Shared) Transport is defined as the transport of one Party's traffic by the other Party over the other Party's common (shared) facilities between the other Party's tandem switch and end office switch and/or between the other Party's tandem switches.



- 1.4 For the purposes of this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).
- 1.5 For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 1.6 If Bayou Telephone Company utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from Bayou Telephone Company for transport and termination of BellSouth originated traffic,

BellSouth will pay Bayou Telephone Company no more than the airline miles between the V & H coordinates of the Point of Interface within the LATA where Bayou Telephone Company receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the Bayou Telephone Company terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate Bayou Telephone Company at common (shared) transport rates specified in Exhibit A and based upon the functions provided by Bayou Telephone Company as defined in this Attachment.

- 1.7 Neither Party shall represent access services traffic (e.g. Internet Protocol (IP) Telephony, FGA, FGB, FGD, etc.) as Local Traffic for purposes of payment of reciprocal compensation.
- 1.8 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, BellSouth and Bayou Telephone Company shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.
- 1.9 Percentage Interstate Usage - For combined interstate and intrastate Bayou Telephone Company traffic terminated by BellSouth over the same facilities, Bayou Telephone Company will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Bayou Telephone Company. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.
- 1.10 Unidentified traffic - Bayou Telephone Company shall utilize its NPA/NXXs in such a way and will provide the necessary information so that BellSouth shall be able to distinguish Local from IntraLATA Toll traffic for BellSouth originated. Bayou Telephone Company end users' assigned NPA/NXX line numbers shall be physically located in the BellSouth rate center with which the NPA/NXX has been associated. Whenever BellSouth delivers traffic to Bayou Telephone Company for termination on the Bayou Telephone Company's network, if BellSouth cannot determine, because of the manner in which Bayou Telephone

Company has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if Bayou Telephone Company can provide sufficient information for BellSouth to determine whether said traffic is local or toll.

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

## **2. Compensation for intraLATA toll traffic**

Exchange of intraLATA toll traffic between BellSouth and Bayou Telephone Company networks shall occur as follows:

- 2.1 IntraLATA Toll Traffic. IntraLATA toll traffic is defined as any telephone call that is not local or switched access per this Agreement.
- 2.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating party will pay the terminating party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff.

## **3. Network Design and Management**

- 3.1 Common Channel Signaling. Both parties will provide Common Channel Signaling ("CCS") to each other via a third party tandem, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each party will cooperate with each other on the

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

- 3.2 Signaling Call Information. BellSouth and Bayou Telephone Company will send and receive 10 digits for local traffic. Additionally, BellSouth will provide the proper call information for billing.

#### **4. Transit Traffic Service**

- 4.1 Each Party shall provide tandem switching and transport services for the other's transit traffic. Transit traffic is traffic originating on one Party's network that is switched and transported by the other Party and terminates on a third party's network. Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the applicable call transport and termination as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all transit traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.
- 4.2 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates as set forth in Exhibit A to this Attachment. Bayou Telephone Company is responsible for and shall negotiate the necessary agreements or the placement of valid orders with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier as a result of providing the transit function.
- 4.3 Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs). ESP/ISP traffic shall not be included in the local inter-connection compensation arrangements of this Agreement.