

BELLSOUTH® / CLEC Agreement

Customer Name: EZ Talk Communications, LLC & EZ Talk Communications of Louisiana

EZ Talk Communications, LLC & EZ Talk Communications of Louisiana LLC - Adoption of NOW Communications, Inc. Adoption Paper	2 3
ATT 1 - Resale	7
ATT 1 - Resale Discounts and Rates	28

By and Between

BellSouth Telecommunications, Inc.

And

**EZ Talk Communications, LLC
EZ Talk Communications of Louisiana LLC**

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 EZ Talk Communications, LLC and EZ Talk Communications of Louisiana LLC ("EZ Talk"), a limited liability company 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, EZ Talk has requested that BellSouth make available the interconnection agreement in its entirety, **with the exception of Attachment 1** executed between BellSouth and NOW Communications, Inc. dated April 16, 2001 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, EZ Talk and BellSouth hereby agree as follows:

1. EZ Talk and BellSouth shall adopt in its entirety the Now Communications, Inc. Interconnection Agreement dated April 16, 2001 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 NOW Communications, Inc. 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	4
Title Page	1
Table of Contents	1
General Terms and Conditions	21

06/26/02

Attachment 1	1
Attachment 2	169
Attachment 3	37
Attachment 4 PC	62
Attachment 4 RS	47
Attachment 5	11
Attachment 6	7
Attachment 7	16
Attachment 8	2
Attachment 9	2
Attachment 10	8
Attachment 11	11
Attachment 12	3
Amendment dated June 19, 2001	30
Amendment dated January 7, 2002	169
Amendment dated June 17, 2002	2
Amendment dated July 1, 2002	21
TOTAL	621

2. In the event that EZ Talk 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 EZ Talk under this Agreement.

3. The Parties agree to delete and replace Attachment 1, Resale and Attachment 1 Resale rate elements attached hereto as Exhibit 2 and incorporated herein by reference made in this Adoption.

4. The term of this Agreement shall be from the Effective Date as set-forth above and shall expire as set forth in section 2.1, General Terms and Conditions, of the NOW Communications, Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2.1 of the NOW Communications, Inc. Interconnection Agreement, the effective date shall be April 16, 2001.

5. EZ Talk shall accept and incorporate any amendments to the NOW Communications, Inc. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

6. 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.

06/26/02

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

EZ Talk Communications, LLC
EZ Talk Communications of Louisiana LLC

Eileen Singleton
4727 South Main Street
Stafford, TX 77477
esingleton@eztalktelephone.com

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.

06/26/02

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

BellSouth Telecommunications, Inc.

EZ Talk Communications, LLC
EZ Talk Communications of
Louisiana LLC

(Signature on File)

(Signature on File)

Signature

Signature

Elizabeth R. A. Shiroishi

~~C. W. Boltz~~

Eileen Singleton

Name

Name

Senior Director

Compliance Officer

Title

Title

08/13/02

08/5/02

Date

Date

06/26/02

Attachment 1

Resale

Table of Contents

1. Discount Rates.....	3
2. Definition of Terms	3
3. General Provisions	4
4. BellSouth’s Provision of Services to <<customer_name>> <u>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana</u>	8
5. Maintenance of Services	9
6. Establishment of Service.....	<u>10</u> ⁹
7. Discontinuance of Service.....	10
8. Operator Services (Operator Call Processing and Directory Assistance)	11
9. Line Information Database (LIDB).....	15
10. RAO Hosting	<u>16</u> ¹⁵
Resale Restrictions.....	Exhibit A
Line Information Database (LIDB) Storage Agreement.....	Exhibit B
Resale Discounts and Rates	Exhibit C

RESALE

1. Discount Rates

- 1.1 The discount rates applied to <<customer_short_name>>EZ Talk purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit C. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.
- 1.2 The telecommunications services available for purchase by <<customer_short_name>>EZ Talk for the purposes of resale to <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit C to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. Definition of Terms

- 2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 END USER means the ultimate user of the Telecommunications Service.
- 2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.
- 2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. General Provisions

- 3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to <<customer_short_name>>EZ Talk for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customers who are not telecommunications carriers.
- 3.1.1 When <<customer_short_name>>EZ Talk provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- 3.1.2 In Tennessee, if <<customer_short_name>>EZ Talk does not resell Lifeline services to any end users, and if <<customer_short_name>>EZ Talk agrees to order an appropriate Operator Services/Directory Services block as set forth in BellSouth's General Subscriber Services Tariff, the discount shall be 21.56%.
- 3.1.2.1 In the event <<customer_short_name>>EZ Talk resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon <<customer_short_name>>EZ Talk and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate Operating Customer Number (OCN) is established for billing of Lifeline service end users, the discount shall be applied as set forth in 3.1.2 preceding for the non-Lifeline affected Master Account (Q-account).
- 3.1.2.2 <customer_name>> must provide written notification to BellSouth within 30 days prior to providing its own operator services/directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.
- 3.2 <<customer_short_name>>EZ Talk may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:
- 3.2.1 <<customer_short_name>>EZ Talk must resell services to other End Users.
- 3.2.2 <<customer_short_name>>EZ Talk cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.
- 3.3 <<customer_short_name>>EZ Talk will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders

from, bill and receive payment from <<customer_short_name>>EZ Talk for said services.

- 3.4 <<customer_short_name>>EZ Talk will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.
- 3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.5.1 When a subscriber of <<customer_short_name>>EZ Talk or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the subscriber's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in the BellSouth Product and Services Interval Guide.
- 3.5.2 BellSouth and <<customer_short_name>>EZ Talk will refrain from contacting subscribers who have placed or whose selected carrier has placed on their behalf an order to change his/her service provider from BellSouth or <<customer_short_name>>EZ Talk to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 Where BellSouth provides local switching or resold services to <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana, BellSouth will provide <<customer_short_name>>EZ Talk with on line access to intermediate telephone numbers as defined by applicable FCC rules

and regulations on a first come first served basis. <<customer_short_name>>EZ Talk acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. <<customer_short_name>>EZ Talk acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, <<customer_short_name>>EZ Talk shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

- 3.8 BellSouth will allow <<customer_short_name>>EZ Talk to designate up to 100 intermediate telephone numbers per CLLIC, for <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisian's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. <<customer_short_name>>EZ Talk acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.
- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisian's End Users, pursuant to Section 6 of the General Terms and Conditions.
- 3.13 If <<customer_short_name>>EZ Talk or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, <<customer_short_name>>EZ Talk has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.14 Facilities and/or equipment utilized by BellSouth to provide service to <<customer_short_name>>EZ Talk remain the property of BellSouth.

- 3.15 White page directory listings for <<customer_short_name>>EZ Talk End Users will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.16 Service Ordering and Operational Support Systems (OSS)
- 3.16.1 <<customer_short_name>>EZ Talk must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. BellSouth has developed and made available interactive interfaces by which <<customer_short_name>>EZ Talk may submit LSRs electronically as set forth in Attachment 6 of this Agreement. Service orders will be in a standard format designated by BellSouth.
- 3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit C to this Agreement. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit C to this Agreement. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
- 3.16.3 Denial/Restoral OSS Charge. In the event <<customer_short_name>>EZ Talk provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.
- 3.16.4 Cancellation OSS Charge. <<customer_short_name>>EZ Talk will incur an OSS charge for an accepted LSR that is later canceled.
- 3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
 - Call Forward Busy Line ("CF/B")
 - Call Forward Don't Answer ("CF/DA")
- Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.
- 3.18 BellSouth shall provide branding for, or shall unbrand, voice mail services for <<customer_short_name>>EZ Talk per the Bona Fide Request/New Business Request process as set forth in Attachment 11 of the General Terms and Conditions.

- 3.19 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.20 In the event <<customer_short_name>>EZ Talk acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to <<customer_short_name>>EZ Talk that Special Assembly at the wholesale discount at <<customer_short_name>>EZ Talk's option. <<customer_short_name>>EZ Talk shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.21 BellSouth shall provide 911/E911 for <<customer_short_name>>EZ Talk customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate <<customer_short_name>>EZ Talk customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the <<customer_short_name>>EZ Talk customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.22 BellSouth shall bill, and <<customer_short_name>>EZ Talk shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.
- 3.23 Pursuant to 47 CFR Section 51.617, BellSouth will bill to <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana, and <<customer_short_name>>EZ Talk shall pay, End User common line charges identical to the End User common line charges BellSouth bills its End Users.
- 4. BellSouth's Provision of Services to <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana**
- 4.1 Resale of BellSouth services shall be as follows:
- 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

- 4.1.3 BellSouth reserves the right to periodically audit services purchased by <<customer_short_name>>EZ Talk to establish authenticity of use. Such audit shall not occur more than once in a calendar year. <<customer_short_name>>EZ Talk shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by <<customer_short_name>>EZ Talk for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.
- 4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.
- 4.3 <<customer_short_name>>EZ Talk may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.
- 4.4 If <<customer_short_name>>EZ Talk cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.
- 5. Maintenance of Services**
- 5.1 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.2 <<customer_short_name>>EZ Talk or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.
- 5.3 <<customer_short_name>>EZ Talk accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 <<customer_short_name>>EZ Talk will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, <<customer_short_name>>EZ Talk shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth will bill <<customer_short_name>>EZ Talk for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

5.7 BellSouth reserves the right to contact <<customer_short_name>>EZ Talk's End Users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, <<customer_short_name>>EZ Talk will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for <<customer_short_name>>EZ Talk's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.

6.2 <<customer_short_name>>EZ Talk shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that <<customer_short_name>>EZ Talk will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for <<customer_short_name>>EZ Talk's End User customer. <<customer_short_name>>EZ Talk must, however, be able to demonstrate End User authorization upon request.

6.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from <<customer_short_name>>EZ Talk to BellSouth or will accept a request from another CLEC for conversion of the End User's service from <<customer_short_name>>EZ Talk to such other CLEC. Upon completion of the conversion BellSouth will notify <<customer_short_name>>EZ Talk that such conversion has been completed.

7. Discontinuance of Service

7.1 The procedures for discontinuing service to an End User are as follows:

7.1.1 BellSouth will deny service to <<customer_short_name>>EZ Talk's End User on behalf of, and at the request of, <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana.

7.1.2 At the request of <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana, BellSouth will disconnect a <<customer_short_name>>EZ Talk End User customer.

7.1.3 All requests by <<customer_short_name>>EZ Talk for denial or disconnection of an End User for nonpayment must be in writing.

- 7.1.4 <<customer_short_name>>EZ Talk will be made solely responsible for notifying the End User of the proposed disconnection of the service.
- 7.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise <<customer_short_name>>EZ Talk when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by <<customer_short_name>>EZ Talk and/or the End User against any claim, loss or damage arising from providing this information to <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana. It is the responsibility of <<customer_short_name>>EZ Talk to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

8.0 Operator Services (Operator Call Processing and Directory Assistance)

- 8.1 Operator Services provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls). (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and Operator-assisted Directory Assistance.
- 8.2 Upon request for BellSouth Operator Call Processing, BellSouth shall:
- 8.2.1 Process 0+ and 0- dialed local calls
 - 8.2.2 Process 0+ and 0- intraLATA toll calls.
 - 8.2.3 Process calls that are billed to <<customer_short_name>>EZ Talk end user's calling card that can be validated by BellSouth.
 - 8.2.4 Process person-to-person calls.
 - 8.2.5 Process collect calls.
 - 8.2.6 Provide the capability for callers to bill a third party and shall also process such calls.
 - 8.2.7 Process station-to-station calls.
 - 8.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.
 - 8.2.9 Process emergency call trace originated by Public Safety Answering Points.
 - 8.2.10 Process operator-assisted directory assistance calls.

- 8.2.11 Adhere to equal access requirements, providing <<customer_short_name>>EZ Talk local end users the same IXC access that BellSouth provides its own operator service.
- 8.2.12 Exercise at least the same level of fraud control in providing Operator Service to <<customer_short_name>>EZ Talk that BellSouth provides for its own operator service.
- 8.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
- 8.2.14 Direct customer account and other similar inquiries to the customer service center designated by <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana.
- 8.2.15 Provide call records to <<customer_short_name>>EZ Talk in accordance with ODUF standards.
- 8.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 8.3 Directory Assistance Service
- 8.3.1 Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 8.3.2 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by <<customer_short_name>>EZ Talk's end user. BellSouth shall provide caller-optional directory assistance call completion service at rates contained in Exhibit C to one of the provided listings.
- 8.3.3 Directory Assistance Service Updates
- 8.3.3.1 BellSouth shall update end user listings changes daily. These changes include:
- 8.3.3.1.1 New end user connections
- 8.3.3.1.2 End user disconnections
- 8.3.3.1.3 End user address changes
- 8.3.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 8.4 Branding for Operator Call Processing and Directory Assistance

- 8.4.1 BellSouth's branding feature provides a definable announcement to <<customer_short_name>>EZ Talk end users using Directory Assistance (DA)/ Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows <<customer_short_name>>EZ Talk's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in Exhibit C.
- 8.4.2 BellSouth offers three branding offering option to <<customer_short_name>>EZ Talk when ordering BellSouth's Directory Assistance and Operator Call Processing: BellSouth Branding, Unbranding and Custom Branding.
- 8.4.3 Upon receipt of the branding order from <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana, the order is considered firm after ten (10) business days. Should <<customer_short_name>>EZ Talk decide to cancel the order, written notification to <<customer_short_name>>EZ Talk's BellSouth Account Executive is required. If <<customer_short_name>>EZ Talk decides to cancel after ten (10) business days from receipt of the branding order, <<customer_short_name>>EZ Talk shall pay all charges per the order.
- 8.4.4 Selective Call Routing using Line Class Codes (SCR-LCC)
- 8.4.4.1 Where <<customer_short_name>>EZ Talk resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route <<customer_short_name>>EZ Talk's end user calls to that provider through Selective Call Routing.
- 8.4.4.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for <<customer_short_name>>EZ Talk to have its OCP/DA calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.
- 8.4.4.3 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service and certain PBX services.
- 8.4.4.4 Where available, <<customer_short_name>>EZ Talk specific and unique line class codes are programmed in each BellSouth end office switch were <<customer_short_name>>EZ Talk intends to service end users with customized OCP/DA branding. The line class codes specifically identify <<customer_short_name>>EZ Talk's end users so OCP/DA calls can be routed over the appropriate trunk group to the request OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs

(i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and <<customer_short_name>>EZ Talk intends to provide <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana-branded OCP/DA to its end users in these multiple rate areas.

- 8.4.4.5 SCR-LCC supporting Custom Branding and Self Branding require <<customer_short_name>>EZ Talk to order dedicated transport and trunking from each BellSouth end office identified by <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the <<customer_short_name>>EZ Talk Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for transport and trunks are as set forth in applicable BellSouth Tariffs.
- 8.4.4.6 The rates for SCR-LCC are as set forth in Exhibit C of this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office.
- 8.4.4.7 Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by <<customer_short_name>>EZ Talk to the BellSouth Tops. The calls are routed to "No Announcement."
- 8.4.5 Branding via Originating Line Number Screening (OLNS)
- 8.4.5.1 BellSouth Branding, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, <<customer_short_name>>EZ Talk shall not be required to purchase direct trunking.
- 8.4.5.2 For Bellsouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, <<customer_short_name>>EZ Talk must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, <<customer_short_name>>EZ Talk must submit a manual order form which requires, among other things, <<customer_short_name>>EZ Talk's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. <<customer_short_name>>EZ Talk shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon <<customer_short_name>>EZ Talk's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS,

all <<customer_short_name>>EZ Talk end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

- 8.4.5.3 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in Exhibit C of this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill <<customer_short_name>>EZ Talk applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, <<customer_short_name>>EZ Talk shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in Exhibit C of this Attachment.
- 8.4.5.4 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicles (NAV) equipment for which <<customer_short_name>>EZ Talk requires service.
- 8.4.5.5 Directory Assistance customized branding uses:
- 8.4.5.5.1 the recording of <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana
- 8.4.5.5.2 the loading on the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.
- 8.4.5.6 Operator Call Processing customized branding uses:
- 8.4.5.6.1 the recording of <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana
- 8.4.5.6.2 the loading on the DRAM in the TOPS Switch (North Carolina)
- 8.4.5.6.3 the loading on the Network Applications Vehicle (NAV). All NAV shelves within the region where the customer is offering service must be loaded.

9. Line Information Database (LIDB)

- 9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.
- 9.2 BellSouth will provide LIDB Storage upon written request to <<customer_short_name>>EZ Talk's Account Manager stating a requested activation date.

10. RAO Hosting

10.1 RAO Hosting is not required for resale in the BellSouth region.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 5)

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
3 Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7 MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Non-RecurCharges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11 End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13 Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Applicable Notes:																		
1.	Grandfathered services can be resold only to existing subscribers of the grandfathered service.																	
2.	Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.																	
3.	In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:																	
	(a) the stated tariff rate, less the wholesale discount;																	
	(b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)																	
4.	Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.																	
5.	Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.																	

LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I. Definitions (from Addendum)

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four-digit security code assigned by BellSouth that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisian.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisian.

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of <<customer_short_name>>EZ Talk and pursuant to which BellSouth, its LIDB customers and <<customer_short_name>>EZ Talk shall have access to such

information. In addition, this Agreement sets forth the terms and conditions for <<customer_short_name>>EZ Talk's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. <<customer_short_name>>EZ Talk understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection/Resale Agreement upon notice to <<customer_short_name>>EZ Talk's account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether <<customer_short_name>>EZ Talk has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.

3. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify <<customer_short_name>>EZ Talk of fraud alerts so that <<customer_short_name>>EZ Talk may take action it deems appropriate.

III. Responsibilities of the Parties

A. BellSouth will administer all data stored in the LIDB, including the data provided by <<customer_short_name>>EZ Talk pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to <<customer_short_name>>EZ Talk for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established

practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers (“B&C Customers”) query BellSouth’s LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate <<customer_short_name>>EZ Talk’s data from BellSouth’s data, the following shall apply:

- (1) <<customer_short_name>>EZ Talk will accept responsibility for telecommunications services billed by BellSouth for its B&C Customers for <<customer_short_name>>EZ Talk’s End User accounts which are resident in LIDB pursuant to this Agreement. <<customer_short_name>>EZ Talk authorizes BellSouth to place such charges on <<customer_short_name>>EZ Talk’s bill from BellSouth and shall pay all such charges, including, but are not limited to, collect and third number calls.
- (2) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.
- (3) <<customer_short_name>>EZ Talk shall have the responsibility to render a billing statement to its End Users for these charges, but <<customer_short_name>>EZ Talk shall pay BellSouth for the charges billed regardless of whether <<customer_short_name>>EZ Talk collects from <<customer_short_name>>EZ Talk’s End Users.
- (4) BellSouth shall have no obligation to become involved in any disputes between <<customer_short_name>>EZ Talk and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana. It shall be the responsibility of <<customer_short_name>>EZ Talk and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP ARRANGEMENTS

1. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. <<customer_short_name>>EZ Talk will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

2. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana. BellSouth will not issue line-based calling cards in the name of <<customer_short_name>>EZ Talk's individual End Users. In the event that <<customer_short_name>>EZ Talk wants to include calling card numbers assigned by <<customer_short_name>>EZ Talk in the BellSouth LIDB, a separate agreement is required.

IV. Fees for Service and Taxes

- A. <<customer_short_name>>EZ Talk will not be charged a fee for storage services provided by BellSouth to <<customer_name>>EZ Talk Communications, LLC & EZ Talk Communications of Louisiana, as described in this LIDB Resale Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by <<customer_short_name>>EZ Talk in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

RESALE DISCOUNTS AND RATES

	ALABAMA	FLORIDA	GEORGIA	KENTUCKY	LOUISIANA	MISSISSIPPI	NORTH CAROLINA	SOUTH CAROLINA	TENNESSEE
APPLICABLE DISCOUNTS									
RESIDENCE	16.3%	21.83%	20.3%	16.79%	20.72%	15.75%	21.5%	14.8%	16%
BUSINESS	16.3%	16.81%	17.3%	15.54%	20.72%	15.75%	17.6%	14.8%	16%
CSAs*					9.05%			8.98%	
* Unless noted in this row, the discount for Business will be the applicable discount rate for CSAs.									
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES									
<u>ELEMENT</u>	<u>USOC</u>								
Electronic LSR	SOMEK	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
Manual LSR	SOMAN	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99